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ABSTRACT

The collective bargaining agreement between the Regents of the University of Minnesota and the University Education Association of the National Education Association, covering the period July 1, 1984-June 30, 1987 is presented. The Association chapter consists of 329 full-time and part-time faculty at the Duluth and Waseca campuses. Items covered in the agreement include: definitions, unit recognition, association and management rights, employee and student rights to freedom from harassment, nondiscrimination, dues checkoff and fair share fee deductions, faculty indemnification, faculty appointment and reappointment, work assignment, graduate study eligibility and leave, academic freedom and responsibility, probationary appointments, promotion and tenure procedures, teaching evaluation, instructional and ancillary workload, employment continuation and rights after layoff, governance, compensation, fringe benefits, leaves of absence, travel, grievance procedure, health and safety, textbooks, office space, personnel files, staff discipline, inventions, professional consulting and other outside activities, no strike/lockout clauses, and employee-sponsored educational materials. (SW)

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ED278348

AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF MINNESOTA

and the

UNIVERSITY EDUCATION ASSOCIATION

July 1, 1984-June 30, 1987

U.S. DEPARTMENT OF EDUCATION
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AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF MINNESOTA

and the

UNIVERSITY EDUCATION ASSOCIATION

July 1, 1984-June 30, 1987

UNIVERSITY OF MINNESOTA

BOARD OF REGENTS

MINUTES

Extract

Board of Regents

August 9, 1984

RESOLVED, that on the recommendation of the President, the proposed Agreements between the Regents of the University of Minnesota and the University Education Association (representing the organized faculties at the Duluth and Waseca Campuses) for the periods September 1, 1983 through June 30, 1984, and July 1 1984 through June 30, 1987, are hereby approved.

* * * * * * *

I, Duane A. Wilson, hereby certify that I am Secretary of the Board of Regents of the University of Minnesota, Minneapolis, Minnesota, and that the foregoing is a true and correct copy of an excerpt of minutes of the Board of Regents' meeting held on August 9, 1984, at which time there was a quorum present, and approved by the unanimous vote of the members of the Board of Regents of the University of Minnesota present at the meeting.

Duane A. Wilson

September 4, 1984
SEAL

UNIVERSITY OF MINNESOTA AND UNIVERSITY EDUCATION ASSOCIATION AGREEMENT

This is to acknowledge that the undersigned have reached agreement on a contract between them as set forth in the attached document.

THE REGENTS OF THE UNIVERSITY OF MINNESOTA

Dated: September 6, 1984 By _____
Duane A. Wilson
Secretary
Board of Regents

UNIVERSITY EDUCATION ASSOCIATION

Dated: September 6, 1984 By _____
Richard W. Lichty
President
University Education Association,

_____
Virginia Katz
President
University Education Association,

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001.000 INTRODUCTION

This Agreement is made and entered into this 30th day of September, 1984 by and between the Regents of the University of Minnesota ("Regents") and the University Education Association. The purpose of this Agreement is to establish a formal understanding in order to promote a harmonious and constructive relationship between the Regents and the University Education Association acting on behalf of the faculties at the University of Minnesota, Duluth Campus ("UMD"), and the University of Minnesota Technical College, Waseca ("UMW"). Through this Agreement the Regents and the University Education Association intend to establish equitable and peaceful procedures for maintaining and implementing this Agreement and seek to maintain and improve the quality of instructional, research and related programs offered at UMD and UMW.

002.000 DEFINITIONS

002.100 Terms Used Throughout Agreement. The following terms shall have the following meanings when used in this Agreement:

002.110 Association. "Association" means the University Education Association.

002.120 Certified Unit. "Certified Unit" means the portion of the outstate instructional unit established by the Minnesota Public Employment Labor Relations Act, as amended ("PELRA"), for which the Association has been certified as the exclusive representative by the Director of the Bureau of Mediation Services of the State of Minnesota.

002.130 Employer. "Employer" means the Regents of the University of Minnesota.

002.140 Principal Administrator. "Principal Administrator" means (a) the Assistant Provost for Academic Affairs at UMW or h/her designee or (b) a dean, director or similar principal officer of an academic unit at UMD or h/her designee.

002.150 Member. "Member" means a member of the Certified Unit unless otherwise provided.

002.170 Probationary Appointment. "Probationary Appointment" means an appointment to a position with the title of instructor (including research fellow), assistant professor (including research associate), associate professor, or professor and in which the appointee will be evaluated for the purpose of determining whether s/he will be conferred Indefinite Tenure during the period of time specified in Section 201.310.

002.180 Non-Regular Appointment. "Non-Regular Appointment" means an appointment other than a Regular Appointment and is an appointment which creates no right or presumption of a right to reappointment or to a Tenured Appointment.

100.000 RECOGNITION AND RIGHTS OF ASSOCIATION

101.100 Association Rights. Pursuant to PELRA, the Employer recognizes the Association as the exclusive representative of the Members. The Employer shall not meet and negotiate or meet and confer with any employee or any group of employees who are at the time designated as Members, except through the Association.

101.300 Recognition of Association. The Employer shall not aid, promote, or finance any group or organization which seeks to engage in collective bargaining on behalf of the Members covered by this Agreement.

101.400 UNIVERSITY FACILITIES AND SERVICES

101.410 Bulletin Boards. By mutual agreement, one centrally located bulletin board in each academic building in which Members have offices or use instructional space shall be designated and labeled to be for Association use. The Association shall be permitted the use of these bulletin boards for posting notices pertaining to the conduct of Association affairs.

101.420 Campus Mail Service. The Employer shall permit the Association to use the campus mails for the delivery of materials connected with the Association's conducting its business to its Members. The Association shall pay the Employer the established charge for users of the campus mail service. However, the Provost, Vice Provost for Academic Administration, or Assistant Provost, as the case may be, in h/her discretion may allow such use without charge. If such free use is granted on a given occasion it shall not serve as a precedent or confer any

right to free use on any subsequent occasion. Mail from the Association to the Employer shall be carried in the campus mail free of charge.

101.430 Office Space. The Employer shall rent to the Association office space at UMD and UMW at the lowest established rental rate for renters on a space available basis, taking into account the Employer's previously scheduled use of space by others.

101.440 Parking Space. The Employer shall provide the Association a reserved parking space on the UMW campus and a designated parking space on the UMD campus for the exclusive use of the Association, both of which shall be paid for by the Association at established rates.

101.450 Room Use. The Association shall have the right to use general purpose rooms for Association business, at reasonable times when such rooms are not otherwise in use, without charge. Reservations for use of rooms shall follow the normal room scheduling procedure.

101.460 Other Facilities, Services and Equipment. The Employer shall permit the Association to use other facilities, services and equipment to the same extent that the Employer permits other business associations to make use of those facilities, services and equipment. The Association's use of these facilities, services and equipment shall not interfere with the Employer's use of those facilities, services and equipment for its own purposes or with the Employer's previous scheduling of such use by others. The Association shall pay the Employer the lowest established charge for users who pay for the use of those facilities, services, and equipment. However, the Provost, Vice Provost for Academic Administration or Assistant Provost, as the case may be, in h/her sole discretion, may allow the Association such use free of charge. If such free use is granted on a given occasion it shall not serve as a precedent or confer any right to free use on any subsequent occasion.

101.500 INFORMATION AND DATA

101.510 Collective Bargaining Information. Upon request, the Employer shall provide the Association with all information which the Employer is required to provide pursuant to PELRA, necessary to permit the Association to meet and negotiate with the Employer and shall provide the Association with all information necessary to implement and enforce this Agreement.

101.520 Regents' Agenda and Minutes. The Association shall receive a copy of all public Regents' agenda in advance of meetings and minutes of all public meetings of the Regents.

101.530 Catalogues and Schedules of Classes. The Employer shall provide the Association with two copies of all catalogues and schedules of classes with respect to each department, division, or program in which a Member is or may be employed. The Employer shall provide the Association with such copies of schedules of classes not later than the time when such schedules are made available to students for registration.

101.540 Information on University Positions. The Employer shall provide Members access to information on approved, posted, available academic and administrative University positions.

101.550 Cost. The Employer shall bear the cost of complying with Section 101.500.

101.700 PRINTING OF AGREEMENT

101.710 Employer Reponsibility. The Employer shall print copies of this Agreement, shall provide one copy of this Agreement to each Member and shall provide fifty copies of this Agreement to the Association. The Employer shall do so within a reasonable time after this Agreement's ratification.

101.720 Cost. The Employer shall bear the cost of complying with Section 101.700.

101.800 RELEASED TIME

101.810 Time for Negotiation. Upon the request of the Association and upon such conditions as may be reasonable, the Employer shall permit Members whom the Association has elected or appointed to meet and negotiate with the Employer to be released from the normal duties of their employment to permit them to do so, in accordance with Section 101.800.

101.820 Procedure. If the Association wishes to exercise the rights established by Section 101.810 and if the Association's exercising those rights interferes with the Member's performing h/her duties to the Employer, the Member shall submit a request to the Principal Administrator of the academic unit in which s/he is

employed. The Member shall submit h/her request no later than seven days prior to the date on which s/he proposes to commence the exercise of those rights, except under unusual circumstances. Unless the Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer and subject to Section 101.830, the Principal Administrator shall grant the Member's request if it is for a purpose set forth in Section 101.810. Unless the Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer, the Principal Administrator shall adjust, upon request, a Member's class schedule when the Member has been appointed or elected to perform the rights established in Section 101.810.

101.830 Paid Leave. In the event the Member is to be relieved of h/her duties to meet and negotiate with the Employer, any leave granted for such purpose shall be with pay for up to two days of the leave in each calendar week. All other days of leave for purposes of Section 101.800 shall be without pay.

101.840 Time For Union Officers And For Contract Administration. Upon the request of the Association and upon such conditions as may be reasonable, the Employer shall permit officers of the Association to be released from portions of their normal teaching duties to perform duties necessary for the Association. Any Member released from h/her normal teaching duties pursuant to this Section 101.840 shall not be released from any other duties of h/her position as set forth in this Agreement or any applicable University policy.

101.850 Procedure. If the Association wishes to exercise the rights established by Section 101.840, the UEA Contract Administrator shall submit a request to the appropriate campus contract manager. The UEA Contract Administrator shall submit h/her request no later than 60 days prior to the date on which the exercise of those rights are to commence, except under unusual circumstances. Unless the appropriate Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer the request shall be granted if it is for a purpose set forth in Section 101.840. Unless the Principal Administrator identifies in writing compelling reasons relating to the instructional needs of the Employer, the Principal Administrator shall adjust, upon request, a Member's class schedule to allow the Member to perform the duties established in Section 101.840.

In the event the Employer grants the Association's request to exercise the rights set forth in Section 101.840, the Association shall pay the Employer 1.65 percent of each Member's base salary for each credit of teaching assignment from which the Members are released up to the limit of a cumulative total of twelve (12) credits, calculated as the sum of released teaching assignments at UMD and UMW, per quarter. This provision may be utilized only during a members regular academic appointment.

101.900 LOCATION OF SESSIONS

After the date upon which this Agreement is executed and unless the Employer and the Association mutually agree otherwise, all meet and negotiate and all meet and confer sessions shall be held at UMD or UMW.

103.000 HARASSMENT

103.100 Employee and Student Rights. The Employer and the Association agree that all employees of the Employer and students are entitled to freedom from harassment.

103.200 Definition. Harassment is here defined as:

(a) conduct involving unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, or

(b) verbal or physical conduct relating to an individual's race, color, creed, religion, national origin, sex, marital status, physical or other disability, age, political belief or affiliation, membership or non-membership in any employee organization, status with regard to public assistance, sexual orientation, place of residence or personal life away from the institution,

when:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or status as a student, or

(2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision or an educational decision affecting such individual, or

(3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or academic performance or creating an intimidating, hostile or offensive working or studying environment.

103.300 Applicability. Section 103.000 shall apply to:

(a) conduct by an employee of the Employer who is not a Member or by a student which is directed at a Member, and

(b) conduct by a Member which is directed at another Member, at any other employee of the Employer or at a student.

104.000 MANAGEMENT RIGHTS

Except as expressly limited by this Agreement or by law, the Employer and the Association agree that the Employer reserves all rights and privileges heretofore exercised by the Employer or granted to it by law including, but not limited to, the following:

(a) The enactment of laws for the government of the University of Minnesota;

(b) The appointment of officers for the University of Minnesota;

(c) The establishment of educational policies for the University of Minnesota;

(d) The establishment and direction of courses of instruction at the University of Minnesota;

(e) The setting of the budget for the University of Minnesota;

(f) The declaration of a fiscal exigency;

(g) The administration of the University of Minnesota;

(h) The selection, direction, number, assignment, evaluation and promotion of Members and other faculty members;

(i) The adoption and enforcement of work rules and regulations applicable to Members and other employees at the University of Minnesota;

(j) The utilization of technology; and

(k) The organizational structure of the University of Minnesota.

105.000 NON-DISCRIMINATION

105.100 Employer Responsibility. The Employer accepts its responsibility to insure equal opportunity in all aspects of employment for all Members regardless of race, color, creed, religion, national origin, sex, marital status, physical or other disability, age, political belief or affiliation, membership or non membership in any employee organization, status with regard to public assistance, sexual orientation, place of residence or personal life away from the institution. The Employer shall not interfere with the right of a Member to become or not to become a member of the Association and shall not discriminate against, interfere with, restrain or coerce any Member because of h/her membership or non membership in the Association or because of h/her activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Agreement. With respect to Members, the Employer agrees to implement all programs of affirmative action required by federal or state law, regulation, guideline or policy. The absence of such laws, regulations, guidelines or policies shall not relieve the Employer of its responsibility to promote actively the equality of opportunity for all Members.

105.200 Association Responsibility. The Association accepts its responsibility as exclusive representative and agrees to represent all Members without discrimination as to race, color, creed, religion, national origin, sex, marital status, physical or other disability, age, political belief or affiliation, membership or non-membership in any employee organization, status with regard to public assistance, sexual orientation, place of residence or personal life away from the institution.

106.000 DUES CHECK OFF AND FAIR SHARE FEE DEDUCTIONS

106.100 Dues Check Off

106.110 Right to Dues Check Off. Members who are members of the Association shall have the right to request that dues payable to the Association be checked off by the Employer.

106.120 Dues Check Off Procedure. Any Member who wishes to exercise h/her right to dues check off shall present a written request to the Association. The Association shall forward the request to the Employer at least ten days prior to the end of the payroll period in which the dues check off is requested.

106.200 Fair Share Fee Deductions

106.210 Right to Fair Share Fee Deduction. In accordance with PELRA, the Association may require Members who are not members of the Association to contribute a fair share fee for services rendered by the Association.

106.220 Fair Share Fee Deduction Procedure. If the Association elects to require Members who are not members of the Association to contribute a fair share fee for services rendered by the Association, the Association shall provide written notice of the amount of the fair share fee assessment to the Employer and shall list the Members from whom such a fee is being required.

106.300 Periodic Deductions. The Employer shall make equal monthly dues check offs and fair share fee deductions for all Members from whom such deductions are made.

106.400 Payments of Dues and Fair Share Fees to the Association. The Employer shall remit dues which have been checked off pursuant to written request and fair share fee deductions which have been required to the Association, except as otherwise provided by PELRA. The Employer shall transmit the aggregate of the dues checked off, the fair share fee deductions made and an itemized statement of those dues and fees to the Association no later than fifteen days after the end of the payroll period during which the dues were checked off and no later than fifteen days after the fees were deducted or the final determination of a challenge, whichever is later.

106.500 Indemnification

106.510 Protection. The Association agrees to defend, save harmless and indemnify the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken in accordance with the provisions of this Section 106.000. The Association shall not be liable to the Employer for any fines, penalties, or punitive damages for which the Employer may be adjudged to be liable.

106.520 Provision of Counsel. In the event that any claim or action is brought against the Employer because of the Employer's act or omission which occurred while the Employer was implementing the provisions of this Section 106.000, the Association shall provide counsel and such other assistance as may be required to provide a defense to the Employer. The Association shall have the right to choose counsel and to determine the course of the defense.

106.530 Cooperation. The Employer shall cooperate with the Association and its counsel in the investigation and defense of any claim or charge for which the Employer may claim a right to a defense or for indemnification.

107.000 FACULTY INDEMNIFICATION

107.100 Indemnification. The Employer shall defend, save harmless and indemnify any Member against a claim for compensation for injury to or loss of property or personal injury or death allegedly caused by h/her act or omission if h/her act or omission occurred while s/he was acting within the scope of h/her employment. The Employer shall not be liable to the Member for any fines, penalties or punitive damages for which s/he may be adjudged to be liable.

107.200 Provision of Counsel. In the event that any civil or criminal action is brought against any Member because of h/her act or omission which occurred while s/he was acting within the scope of h/her employment, the Employer shall provide counsel and such other assistance as may be required to provide a defense to h/her. The Employer shall have the right to choose counsel and to determine the course of the defense.

107.300 Notice. If a Member anticipates that any claim or charge may be made regarding an act or omission which occurred while s/he was acting within the scope of h/her employment, s/he shall submit written notice to h/her Principal Administrator as soon as reasonably possible after s/he becomes aware of the possibility that a claim may be asserted or a charge made. If s/he is served with legal process, s/he shall submit written notice to h/her Principal Administrator immediately. The notice shall state the time, place and circumstances surrounding the act or occurrence which would be the basis of any claim or charge, the names of any persons whom s/he knows to be involved or to have information concerning the act or omission and the amount of compensation or other relief demanded, if any, and shall include a copy of any legal process.

107.400 Cooperation. The Member shall cooperate with the Employer and its counsel in the investigation and defense of any claim or charge for which s/he may claim a right to a defense or for indemnification.

109.000 APPOINTMENT PAPERS

109.100 Reappointment. The Employer shall, except under unusual circumstances, mail a notice of appointment form to each Member at least one month prior to the starting date of h/her appointment in each academic year if s/he has been appointed during a prior academic year and is to be reappointed.

109.200 Initial Appointment. The Employer shall mail a notice of appointment form to each person whom it appoints to become a Member within three weeks after the newly appointed person's appointment becomes final by formal administrative action and by action of the Regents. This notice of appointment form shall contain a statement that the Member's appointment is subject to the terms of this Agree-ment. A copy of this Agreement shall accompany the appointment notice form.

110.000 WORK ASSIGNMENT

110.100 Intent of the Parties. The Employer shall not assign duties currently performed by Members to persons outside the Certified Unit for the purpose of reducing the size of the Certified Unit.

110.200 Changes in Work Assignment. The Employer may create new positions and assign to such positions or to existing positions some of the duties currently performed by Members. If this occurs, the Employer shall notify the Association at least thirty calendar days in advance so that the parties may discuss the rationale behind reassigning Certified Unit work and whether the new position should or should not be placed in the Certified Unit.

110.300 Bargaining Unit Clarification. If the parties disagree on whether the new position should be in the Certified Unit, the parties shall jointly submit the matter to the Bureau of Mediation Services for unit clarification in accordance with Bureau procedures.

111.000 GRADUATE STUDY

111.100 Eligibility. A Member, with the written agreement of h/her Principal Administrator, may pursue graduate degrees at any accredited institution which provides advanced degrees appropriate to the Member's respective field of specialization. If the Principal Administrator does not agree in writing, s/he shall state in writing to the Member h/her reasons for the refusal. Any Member who receives the Principal Administrator's written agreement to pursue a degree shall not be removed from h/her tenure track position during the period of time in which s/he has permission to pursue such degree.

111.200 Leave. If, in the opinion of the Principal Administrator, the Member's pursuing a graduate degree interferes with the Member's performing h/her duties to the Employer, the Member shall apply for uncompensated leave as provided in Section 640.000. Any Member taking an approved uncompensated leave to pursue a degree shall not be removed from h/her tenure track position.

111.300 Effect. If the Member is pursuing a graduate degree without leave, the time which elapses during such pursuit shall be included as part of the Member's probationary period, if any.

112.000 MINNESOTA DAILY

112.100 Copies for Association. The Employer shall transmit one copy of the Minnesota Daily to the Association's Duluth and Waseca presidents.

112.200 Copies for Members. The Employer shall transmit one copy of the Minnesota Daily to each program director, department head and program area.

113.000 ACADEMIC FREEDOM AND RESPONSIBILITY

113.100 No Limitation on Exposition of Subject. The Employer shall not impose any limitation upon a Member's freedom in the exposition of h/her own subject in the classroom or in addresses or publications. The Employer shall not place any restraint upon a Member's freedom in the choice of subjects for research and investigation undertaken on h/her own initiative. The Employer recognizes that each Member, when speaking or writing outside of the institution upon subjects beyond the scope of h/her own field of study, is entitled to the same freedom and is subject to the same responsibilities as attach to all

other citizens but in added measure. Off the campus, Members enjoy the same rights as their fellow citizens to organize and join political associations and to express opinions.

113.200 Classroom Discussions Appropriate to Subject. No Member may claim as h/her right the privilege of discussing in h/her classroom controversial topics that are not pertinent to the course of study that is being pursued. A Member's mastery of h/her subject and h/her own scholarship are necessary qualifications for teaching. Each Member shall be responsible for h/her course of instruction, which responsibility includes a statement of course objectives and the means of fulfilling them. Thus, it is improper for a Member persistently and knowingly to intrude material which has no relation to the subject matter of h/her course or to fail to present the subject matter of h/her course. The Employer and the Association recognize that it is equally improper for those outside the University community to dictate what is to be taught.

113.300 Cancelling Class or Other Activities. Each Member shall have reasonable latitude to cancel a scheduled class or activity for reasons of presenting material more effectively or expressing the Member's conscience or conviction; but then, the Member has an obligation to arrange for a substitute or make-up instruction in a manner most convenient for all of h/her students.

113.400 No Employer Responsibility for Members' Statements. The Employer shall assume no responsibility for views expressed by Members; Members themselves shall, when necessary, make it clear that they are expressing only their personal opinions. A Member shall make reasonable effort to inform h/her listeners or readers that the opinions s/he expresses are h/her own, not those of the Employer.

113.500 Student Access to Faculty. A vital part of each Member's profession is h/her reasonable and ready accessibility to students since consultation with Members is not a student's privilege but every student's right.

201.000 PERSONNEL POLICIES

201.100 Definitions

201.110 Academic Year. "Academic Year" means the period which includes the fall, winter and spring academic quarters during a single fiscal year.

201.120 Indefinite Tenure. "Indefinite Tenure" means the right of a Member to continued employment, subject to removal only for one or more of the following reasons:

(a) Cause;

(b) Retirement; or

(c) Layoff, subject to the provisions of Section 280.000 of this Agreement.

201.130 Year of Service. "Year of Service" means employment during a single academic year which averages at least two-thirds or more of full-time employment for three academic quarters during a single academic year.

201.200 Rules of Construction. The following rules shall apply in determining the rights of a Member under Section 201.000.

201.210 Dual Titles. If a Member is appointed to a position to which more than one title is assigned, the title first set forth on h/her notice of appointment form governs in determining whether s/he has rights under this Agreement.

201.220 Tenure Residence. If a Member with a Regular Appointment is assigned to an academic unit other than a department or a programmatic area or to more than one department or programmatic area then, in either case, one department, programmatic area or other academic unit shall be designated by the Employer as the department or programmatic area where the Member's Indefinite Tenure resides in the case of a Member with Indefinite Tenure, or as the academic unit where the Member's Indefinite Tenure, if granted, shall reside in the case of a Member with a Probationary Appointment.

201.230 Prefixes. Persons whose titles contain the prefix "visiting", "clinical" or "adjunct" shall not be deemed to be Members.

201.240 Administrators. If a Member is appointed to a position to which more than one title is assigned and when the title first set forth on h/her notice of appointment form is instructor (including research fellow), assistant professor (including research associate), associate professor or professor, h/her administrative functions and titles are distinct and severable from h/her appointment as a Member. Removal of any Member from an administrative position shall be at the discretion of the Employer.

201.250 Corrections. The Employer shall have the authority to correct clerical errors which appear in all documents which relate to Section 201.000.

201.260 Computation of Years of Service. For the purpose of computing the number of Years of Service, as that term is used in Section 201.310, periods of time during which a Member is on an approved leave without pay or is working directly for another employer shall be excluded. For that purpose, Years of Service need not be consecutive. However, if a period of employment during a single Academic Year does not constitute a Year of Service as defined in Section 201.160, it shall not be aggregated with other such periods of employment to comprise a Year of Service.

201.300 Non-Regular Appointments. A Non-Regular Appointment shall terminate at the end of the appointment period without further notice. Notwithstanding this Section 201.300, the Employer may terminate a Non-Regular Appointment for cause at any time.

201.310 Probationary Appointments. The maximum length of time which the Employer may employ a Member pursuant to a Probationary Appointment shall be seven Years of Service. For purposes of this Section 201.310, when a Member on a Probationary Appointment with the title of assistant professor is hired and s/he has previously served on a Regular Appointment at another accredited college or university, up to three years of such prior experience may be counted toward the maximum seven Years of Service.

(a) If a Member who holds a Probationary Appointment with the title of assistant professor does not receive Indefinite Tenure on or before April 15 in h/her sixth Year of Service, h/her appointment shall terminate without further notice at the end of h/her seventh Year of Service. If such an assistant professor receives written notice of non reappointment on or before June 15 of h/her first Year of Service, h/her appointment shall terminate without further notice at the end of h/her second year of service. If such an assistant professor receives written notice of non-reappointment on or before April 15th in either h/her second, third, fourth or fifth Year of Service, h/her appointment shall terminate without further notice at the end of h/her Year of Service next following the Year of Service in which notice was given.

(b) If a Member who holds a Probationary Appointment with the title of instructor does not receive a Tenured Appointment on or before December 15 of h/her seventh Year of Service, h/her appointment shall terminate without further notice at the end of h/her seventh Year of Service. If such an instructor receives written notice of non-reappointment on or before March 15 of h/her first Year of Service, h/her appointment shall terminate without further notice at the end of h/her first Year of Service. If such an instructor receives written notice of non-reappointment on or before December 15th in either h/her second, third, fourth, fifth or sixth Year of Service, h/her appointment shall terminate without further notice at the end of the Year of Service in which notice was given.

(c) Notwithstanding this Section 201.310, the Employer may terminate a Probationary Appointment for cause at any time.

(d) In the case of appointments by special contract, the special contract shall govern the time periods for notification.

201.400 Procedure for Promotion and Conferral of Indefinite Tenure

201.405 Initiation of Departmental/Programmatic Area Process by Member. A Member on a Regular Appointment may initiate the consideration of h/her promotion or conferral of Indefinite Tenure and a Member on a Non-Regular Appointment may initiate the consideration of h/her promotion by requesting in writing on or before the 30th day of September of the Academic Year in question that the department/programmatic area ("Department") head/director ("Head") convene a departmental meeting for that purpose (herein "Departmental Meeting") provided:

(a) That the Member has not made a similar request in the same Academic Year; and

(b) That the Member has completed the Promotion, Tenure and Probationary Reappointment Readiness Form then currently in use by the Employer (herein "Form").

The Head shall assist the Member in preparing and maintaining h/her Promotion and Tenure File (herein called "File", See Section 955.700).

201.410 Initiation of Departmental Process by Head. In the case of a Probationary Member who does not initiate the process for promotion or conferral of Indefinite Tenure described in Section 201.405 and who has the title of instructor and is serving h/her seventh year of appointment or who has the title of assistant professor and is serving h/her sixth year of appointment, the Head shall review such Member's official personnel file(s) and shall initiate the process herein. The Member, with the Head's assistance, shall prepare the File and the Form as provided in Section 201.405 and shall proceed as provided here.

201.415 Distribution of Form. After the Form as provided in Section 201.405(b) has been prepared and at least ten calendar days before the Departmental Meeting, the Head shall distribute a copy of such Form to each faculty member eligible to vote at the Departmental Meeting and shall make the Member's File available for inspection to the "Eligible Voting Members."

201.420 Eligible Voting Members. In the case of conferring Indefinite Tenure, Eligible Voting Members means those Members who have Indefinite Tenure in the Member's Department. In the case of promoting, Eligible Voting Members means those Members who have Indefinite Tenure and who are senior in rank to the Member in question. When there are not at least three Eligible Voting Members in a Department, then Eligible Voting Members means those Members appointed by the Principal Administrator as provided in Section 201.425. In either case, Eligible Voting Members does not include those Members who are serving outside of the continental United States.

201.425 Ad Hoc Departmental Committee. When there are not at least three Department Members eligible to vote on a Departmental recommendation, the Department Head shall recommend the names of Members with Indefinite Tenure from other Departments to the Principal Administrator who shall appoint up to three such Members from other Departments whose experience and professional interests provide, in the Principal Administrator's judgment, an adequate measure of understanding of the Member's work to serve on an ad hoc committee forthe purpose of making a Departmental recommendation as provided here. For purposes of this Section 201.400, references to Departmental Meetings, recommendations and votes include the meetings, recommendations and vote of the ad hoc committee.

201.430 Written Notice and Agenda. Written notice of and a written agenda for the Departmental Meeting shall be distributed to the Eligible Voting Members by the Head at least four calendar days before the Departmental Meeting.

201.435 Simple Majority of Quorum Required. No Departmental recommendation shall be made without a majority vote of a quorum of the Eligible Voting Members. A quorum shall be two thirds of the Eligible Voting Members. If, for any reason, there is not a majority vote or there is not a quorum, the process here shall immediately proceed to the Principal Administrator and shall continue as provided in Sections 201.455 through 201.475.

201.440 Ballots and Tallying Ballots. Departmental votes shall be by written, unsigned ballots. Two of the Eligible Voting Members, designated by but not including the Head, shall tally the votes.

201.445. Departmental Reports to Principal Administrator. Within three calendar days after the Departmental Meeting, the Head shall prepare and forward to the Principal Administrator the original ballots contained in a sealed envelope, identifying on the envelope the Member's name and the date the ballots were cast. The Principal Administrator shall retain the original ballots for a period of at least three years. The Head shall also forward the Member's File to the Principal Administrator. At the same time the Head forwards the ballots to the Principal Administrator, s/he shall prepare in writing and forward to the Principal Administrator and the Member the following:

(a) A statement of the recommendation, stating:

(i) the number of Eligible Voting Members;

(ii) the number of votes cast in favor of the recommendation;

('ii) the number of votes cast in opposition to the recommendation; and

(iv) the number of Eligible Voting Members present but abstaining.

(b) A statement of the Department's recommendation identifying the reason(s) therefor.

(c) A statement of any minority recommendation identifying the reason(s) therefor.

(d) A statement of whether the Head agrees with the majority's recommendation and a statement identifying the Head's reason(s) for such agreement or disagreement.

Items (a) through (d) shall become a part of the Member's File.

201.450 Right to Review and Supplement. For a period of ten calendar days following the Member's receipt of items (a) through (d) as provided in Section 201.445, the Member shall have the right to review them and h/her File and shall have the right to supplement them or the Member's File with written comments or documents, provided however, such supplemental comments or documents are accompanied by a written statement identifying at whose request such comment or document was prepared, who prepared it and the date of its preparation.

201.455 Review and Recommendation by Principal Administrator. After the time period referred to in Section 201.450 has expired, the Principal Administrator shall review the Member's File. The Principal Administrator, upon the Member's written request, may confer with the Member before making h/her recommendation to the Provost. After h/her review and conference with the Member, if any, the Principal Administrator shall state in writing to the Provost whether s/he agrees or disagrees with the Departmental recommendation and s/he shall state h/her reason(s) therefor. The Principal Administrator's recommendation, including the reason(s) for the recommendation, shall become a part of the Member's File.

201.460 Review and Recommendation by Provost. After receipt of the Principal Administrator's recommendation and the Member's File, the Provost shall review the Member's File and shall state in writing to the Vice President for Academic Affairs whether s/he agrees or disagrees with the Principal Administrator's recommendation and s/he shall state h/her reason(s) therefor.

201.465 Review and Recommendation by Vice President for Academic Affairs. After receipt of the Provost's recommendation and the Member's File, the Vice President for Academic Affairs ("Vice President") shall review the Member's File and shall determine whether to recommend to the Regents that the Member's request for promotion or conferral of Indefinite Tenure be approved. If the Departmental, Principal Administrator's and Provost's recommendations are to approve the Member's request, the Vice President's review shall be limited to determining whether there has been compliance with Section 201.400's

procedure and whether approval of the Member's request is consistent with the Employer's promotion and tenure policies. If not all of the Departmental, Principal Administrator's and Provost's recommendations are to approve the Member's request, the Vice President shall review the Member's File with strict scrutiny and may request additional written information. Any such information shall become part of the Member's File, shall be dated and shall indicate it was prepared at the Vice President's request. If the Vice President denies the Member's request for promotion or conferral of Indefinite Tenure, the Vice President shall state in writing to the recommending Provost such denial and the reasons therefor. If the Vice President recommends that the Regents approve the Member's request for promotion or conferral of Indefinite Tenure, the Vice President shall state in writing h/her recommendation to approve such request to the Regents.

201.470 Decision by Regents. After receipt of the Vice President for Academic Affairs' written recommendation to approve the Member's request, the Regents shall approve or disapprove the request.

201.475 Notice of Regents' Decision. Within seven calendar days after the Regents' decision, the Employer shall notify the Member in writing thereof.

201.480 Regents' Decision Final and Binding. The decision of the Regents whether to promote or to confer Indefinite Tenure shall be final and binding. The decision, the criteria upon which such decision was made, all recommendations leading up to the decision, and the reasons for such recommendations shall not be grievable. The Member may bring a grievance alleging that the procedure for promotion or conferral of Indefinite Tenure described in this Section 201.400 was not followed, except as otherwise provided in this Agreement. If the arbitrator finds that the procedure for promotion or conferral of Indefinite Tenure was not followed, the arbitrator's sole remedy for the grieving Member shall be an order requiring the Employer to reconsider the Member's request in the Academic Year in question or in the following Academic Year and to follow such procedure upon such reconsideration. Any such award shall not have the effect of automatically conferring the Member with Indefinite Tenure. The Employer and the Association recognize that the criteria by which decisions are made to promote or confer Indefinite Tenure and the decisions themselves are not negotiable; however, the Employer and the Association also recognize the Members' need to be informed as to the criteria used by the Employer for decisions to promote or confer Indefinite

Tenure. In recognition of the Members' need to be informed, the Employer shall undertake reasonable steps to communicate to the Association the criteria used for promoting and conferring Indefinite Tenure.

201.485 Regents' Decision Necessary. No appointment or renewal of appointment, no change in rank and no conferral of Indefinite Tenure is effective unless approved by vote of the Regents.

201.490 Right of Notice. The Principal Administrator, the Provost and the Vice President for Academic Affairs, within seven calendar days after their respective decisions are made, shall each notify the Member in writing of their respective recommendations and, if the recommendation is to disapprove the Member's request for promotion or conferral of Indefinite Tenure, the reason(s) therefor.

201.500 Initiation of Review of Probationary Members by Head

201.510 For Members in First Year. When a Member is in the first year of a Probationary Appointment and when the process as provided in Section 201.400 has not been initiated for the Member in that Academic Year, the Head shall before February 1 of such year prepare the appraisal form then currently in use by the Employer and shall deliver a copy of the appraisal form to such Member. A copy of the completed appraisal form shall be placed in the Member's Academic Record File, in accordance with the provisions of Section 955.000.

201.515 For Members in Their Second and Subsequent Years. When a Member on a Probationary Appointment has completed at least one year of h/her appointment and in any subsequent year and when the process as provided in Section 201.400 has not been initiated for the Member in an Academic Year, the Head shall before October 15 of such year prepare the appraisal form then currently in use by the Employer and shall deliver a copy of the appraisal form to such Member. A copy of the completed appraisal form shall be placed in the Member's Academic Record File, in accordance with the provisions of Section 955.000.

201.520 Review. Within seven calendar days after the Member's receipt of the appraisal form, the Member and the Head shall meet and discuss the Member's performance for the previous year.

201.530 Actions Subsequent to Review. If after review the Member or the Head, with such Member's consent, determines that consideration of a request for conferral of Indefinite Tenure for such Member is advisable, then the Member and the Head shall immediately proceed pursuant to the procedure as provided in Section 201.400.

202.000 TEACHING EVALUATION

202.100 Members' Evaluation. A Member shall annually evaluate at least one of the courses s/he teaches.

202.200 Evaluation Tools. Methods by which Members evaluate their respective courses may include, but shall not be limited to, any of the following:

(a) Student opinion surveys;

(b) Evaluation by teaching colleagues;

(c) Evaluation by professional peers; or

(d) Evaluation by the Member h/herself.

202.300 Personnel Files. Results of evaluations provided by this Section 202.000 may be placed in the Member's official personnel file, in accordance with Section 955.000 of this Agreement, by the Member.

202.400 Instructional Improvement. If, on the basis of the results of evaluations provided by this Section 202.000, a Member requests help in improving h/her instruction, then the Member and the Member's department, programmatic director or other appropriate academic unit head or division director shall jointly agree upon a plan of improvement.

250.000 WORKLOAD--UMD

250.100 Introduction

250.110 Professional Responsibility. Professional activities such as instruction, scholarly research, creative activity, and service to the institution, the academic discipline, and the community shall be components of a Member's professional responsibility.

250.120 Definitions. The following terms shall have the following meanings for purposes of Section 250.000:

250.121 Contact Hour. "Contact Hour" means an hour of instructional contact with students. A fifty minute class period shall constitute one Contact Hour. For purposes of computation, laboratories, activity courses, studio courses, individual instruction and student teaching and internship supervision shall be calculated according to current practices at UMD.

250.122 Student Credit Hours. "Student Credit Hours" or "SCH" means the number of course credits taught by the Member times the number of students who are enrolled in the course at the end of the second week of the quarter.

250.200 Instructional Workload for Regular Appointments

250.210 Nine- and Twelve-Month Appointments

250.211 Department/Program Contact Hour Limit. The Contact Hour load for each department/program shall average for the duration of this Agreement no more than the mean Contact Hour load plus one and one-half Contact Hours, adjusted on a per capita basis, for that department/program during the nine academic quarters of the 1979-1980, 1980-1981, and 1981-1982 academic years. This mean shall be based upon the instructional workloads of full-time, regular faculty without administrative responsibility or released time who taught in that department/program during any of the nine previous academic quarters. Continuing education and summer session courses taught for extra compensation, overload assignments pursuant to Section 250.223, and temporary deviations caused by approved leaves of absence shall not be included in determining this mean. Other exceptions may be made only with the approval of the department/program the Association and the Employer.

250.212 Adjustments. Members holding regular, full-time nine- or twelve-month appointments whose professional responsibilities include administrative responsibility or professional functions other than instruction, research, disciplined inquiry, or equivalent creative activities and routine service commitments shall have their instructional loads adjusted accordingly.

250.220 Nine-Month Appointments

250.221 Individual Contact Hour Limit. The normal individual Contact Hour limit for all full-time Members on nine-month, regular appointments, without administrative responsibility or released time, shall be the Member's department/program mean as determined in Section 250.211 plus one standard deviation.

250.222 Student Credit Hour Limit. If the annual average of the quarterly SCH generated in a nine-month Member's work assignment exceeds 700 SCH, the normal individual Contact Hour limit stipulated in Section 250.221 shall be reduced by one-third.

250.223 Contact Hour Limits. Any workload assignment which would cause a nine-month Member's instructional Contact Hour load, averaged over the academic year, to exceed the limit specified in Section 250.221, shall be made only with the consent of the Member and after notification to the Association. In such cases, the Member shall be recognized for these additional duties by (a) a future reduction in workload, or (b) supplemental pay in accordance with Section 508.400 of this Agreement, or (c) modified criteria for performance evaluation, as jointly agreed upon by the Member and the Principal Administrator. The Member's and Principal Administrator's agreement shall be in writing and a copy shall be supplied to the Member and to the Association. Voluntary acceptance of students into "independent study" types of courses does not provide a basis for a claim that workload limits have been exceeded. Apparent overloads due to these reasons shall not be recognized, either for future reduction in workload or supplemental pay.

250.230 Twelve-Month Appointments. Members who hold full-time, twelve-month, regular appointments shall be assigned annual workloads which are no more than twenty-two percent greater than the corresponding nine-month instructional load.

250.300 Instructional Workload for Non-Regular Appointments. The normal Contact Hour limit for full-time Members on non-regular appointments that carry no expectation of scholarly or creative activity or service shall not exceed by more than fifty percent the normal individual Contact Hour limit specified for nine- or twelve-month, regular appointees in Sections 250.221 and 250.230.

250.400 Instructional Workload for Part-Time Appointments. Members holding part-time, twelve- or nine-month appointments shall have their instructional loads adjusted in proportion to the percentage specified in their respective appointments.

250.500 Assignments

250.510 Instructional Assignments. Course assignments and Member teaching schedules, responsive to student and institutional needs and consistent with Member expertise

and needs, shall continue to be developed primarily at the department/program level in consultation with affected faculty; however, actual assignments are the responsibility of the Principal Administrator.

250.520 Subject Assignment. A Member shall not be assigned to teach in subject areas in which s/he does not possess adequate professional training or expertise.

250.600 Department Heads. Department and other program heads shall serve at the discretion of the Employer and shall perform such administrative duties as shall be assigned to them. In return for such duties, heads of units with fewer than ten full time equivalent ("FTE") faculty positions shall have their normal annual instructional loads reduced by no less than one-fourth and those with ten or more FTE faculty positions shall have their normal annual instructional loads reduced by no less than two-fifths. Greater percentages of reduced load may be stipulated by written agreement between the head and the Principal Administrator.

250.700 Other Instructional Duties

250.710 Scheduled Office Hours. Each Member shall post a reasonable number of office hours per week at a time convenient for students and shall be available to students during such hours for the purposes of advising and instructing individuals.

250.720 Related Instructional Activities. Each Member shall devote an adequate amount of time to course and class preparation, to the evaluation of student performance, to student advisement, and to other similar instructional activities.

250.730 Student Advisee Assignment. In the absence of compelling reasons to the contrary, the number of advisees in any department/program shall be assigned to Members proportionally.

250.800 Scholarly Activity. Each Member shall devote a reasonable amount of time to disciplined inquiry and scholarly activity related to h/her area of professional training or expertise.

250.900 Professional Service. Each Member shall devote a reasonable amount of time to professional service to the institution, the academic discipline and the community.

255.000 ANCILLARY WORKLOAD--UMD

255.100 Summer Session

255.110 Applicability. The provisions of Section 255.100 shall apply only to UMD Members who hold appointments other than twelve-month, full-time, regular appointments.

255.120 Workload. During a single term of the summer session, a full-time workload shall consist of instructional responsibility for a course or courses for which six or more credit hours are offered and of related class preparation, evaluation of student performance, student advising, posted office hours and other student contact.

255.130 Compensation. The Employer shall pay a Member to whom it assigns instructional responsibility for a course, workshop or seminar which it offers during a summer session according to the provisions of Section 508.100.

255.200 Summer Orientation and Student Advising. A Member may serve as a student adviser or in any other similar capacity outside h/her period of appointment. Such Member shall be compensated with supplemental pay according to Section 508.400.

255.300 Continuing Education and Extension

255.310 Applicability. The provisions of Section 255.300 shall apply to all UMD Members. Instructional responsibility for a course which the Employer offers through the Employer's Continuing Education and Extension-Duluth Center shall be considered an overload.

255.320 Limitations. If the Employer assigns a full-time Member instructional responsibility for courses offered through the Employer's Continuing Education and Extension-Duluth Center, those responsibilities shall not normally exceed any of the following guidelines:

(a) Two courses per academic quarter;

(b) Five credit hours per academic quarter; or

(c) Ten credit hours per academic year.

The Employer shall assign credit equivalents to courses for which it does not offer academic credit. The Director of the CE&E program shall question the appropriate Principal Administrator for the purpose of determining whether the limits imposed by this Section have been exceeded.

255.330 Contact Hours. Courses which the Employer offers through its Continuing Education and Extension Duluth Center and for which the Employer offers academic credit shall require the same number of Contact Hours as are required in the day school as provided in Section 250.000, except for independent study and correspondence courses.

255.340 Compensation. The Employer shall pay a Member to whom it assigns instructional responsibility for a course which the Employer offers through its Continuing Education and Extension-Duluth Center according to the provisions of Section 508.300.

255.400 Employer's Obligation To Notify UMD Members. The Employer shall provide UMD Members with reasonable, advance notice of the courses, workshops and seminars which it proposes to offer during summer sessions or which it proposes to offer through its Continuing Education and Extension-Duluth Center.

260.000 WORKLOAD--UMW

260.100 Introduction

260.110 Professional Responsibility. Professional activities such as instruction, scholarly research, creative activity, and service to the institution, the academic discipline, and the community shall be components of a Member's professional responsibility.

260.120 Definitions. The following terms shall have the following meanings for purposes of Section 260.000.

260.121 Credit Hour. Every one hour lecture period if scheduled to be taught weekly throughout the quarter equals one "Credit Hour." Each hour of laboratory time equals no more than one-half "Credit Hour." For courses taught during shorter periods than a full academic quarter, Credit Hour equivalencies shall be calculated accordingly.

260.122 Student Credit Hours. "Student Credit Hours" or "SCH" means the credit value of course(s) taught multiplied by the number of students enrolled at the end of the second week of the quarter.

260.123 Pre-Occupational Preparation. "Pre-Occupational Preparation" or "POP" means the student internship program as identified in the campus bulletin then in effect.

260.124 Independent and Directed Student Studies. "Independent and Directed Student Studies" means the independent student studies as identified in the campus bulletin then in effect.

260.200 Regular Appointments

260.210 Formal Teaching Load. The teaching of credit bearing courses may be assigned to full-time Members, subject to the following:

(a) The Credit Hour load limit shall not exceed in any academic year thirty two Credit Hours annually for Members on nine month appointments. The Credit Hour load limit for Members on twelve-month appointments shall not exceed thirty-nine Credit Hours annually.

(b) The Credit Hour load in any quarter for any individual full-time Member (without, for example, administrative responsibility or released time) shall be no greater than fourteen Credit Hours and no greater than the college Credit Hour load limit. On an annual basis, total scheduled instructional hours per week shall not exceed twenty.

(c) If over a quarter's time the Student Credit Hours generated exclusively by the direct instructional effort of the Member exceeds 600 SCH the individual Credit Hour load shall be reduced by one-third during that quarter or adjusted correspondingly in relation to the annual Credit Hour limits.

(d) Any workload assignment which would cause a Member's instructional Credit Hour load, averaged over the appointment year, to exceed the limits specified in (a), (b) or (c), above, shall be made only with consent of the Member. In such cases, the Member shall be recognized for handling these additional duties by a future reduction in workload or supplemental payment, as provided in Section 508.400 of this Agreement. The Member's and Employer's agreement shall be in writing with a copy supplied to the Member, the Association and the Member's Personnel File. Voluntary acceptance of students into "independent study" types of courses does not provide a basis for a claim that workload limits have been exceeded. Apparent overloads due to these reasons shall not be recognized, either for future reduction in workload or supplemental pay.

260.220 Out-of-Class Teaching Load. The Employer may assign the following responsibilities to any Member:

(a) For Members on twelve-month appointments, currently enrolled student academic and career advising; however, no Member shall be required to advise more than thirty such students per quarter without that Member's written consent. Nine-month appointees, other than those in the Related Education, shall not be required to advise more than twenty-five students per quarter without that Member's written consent. When a Member is assigned advisement of currently enrolled students in excess of these limits, the Credit Hour limits shall be reduced by one credit for each unit of ten or one-third part thereof students over these limits.

(b) For Members on twelve-month appointments, POP supervision, including no less than two approved contact or on-site visits per student; however, no such Member shall be required to supervise more than five students per quarter while employed in their internships and enrolled in POP. Nine-month appointees, other than those in the Related Education, may be assigned up to four POP supervisions per quarter. When the Member consents in writing, as a part of the annual workload planning process, to the supervision of more than these limits and the Employer assigns such supervision to the Member, the Member's workload for the quarter shall be reduced at the rate of one Credit Hour for every three (or portion thereof) POP advisees over the limits.

(c) By mutual consent of the Employer and the Member, supervision of Independent and Directed Student Studies, per quarter; however, no Member shall be required to supervise more than two such students; and

(d) By mutual consent of the Employer and the Member, student organization advising or intercollegiate, agricultural competition sponsorship.

In the event a Member is unable to perform the responsibilities of this Section 260.220, the division director shall be responsible for arranging the performance of those duties. The Employer shall make reasonable adjustments to a Member's other workload items in the event a Member is assigned the maximum workload for items (b), (c), and (d) of this Section 260.220.

260.230 Scheduled Office Hours. Each Member shall post a reasonable number of office hours per week at a time convenient for students and each Member shall be available to students during such hours for the purposes of advising and instructing individuals.

260.240 Off-Campus and Evening Instructional Assignments. Members may be assigned to teach evenings and/or may be assigned to teach at on- or off-campus locations. Such assignments shall be made in consultation with the Member. No more than one evening per week per quarter per year or one off-campus course per year shall be assigned. Exceptions shall be handled through agreement in writing to the Member with a copy to the Association. No Member shall be expected to be assigned on-campus duties earlier than twelve hours after the conclusion of evening course taught on- or off-campus.

260.250 Subject Assignment. A Member shall not normally be assigned to teach in subject areas outside the range of course offerings and disciplines in the curriculum that are not closely associated with the educational or experiential preparation of the Member without h/her consent. A Member shall not be expected to teach more than three different (three to five credit) courses (not including mini courses) requiring separate content preparation in any single quarter.

260.300 Miscellaneous Workload

260.310 Non-Regular Appointments. The Employer may assign instructional duties to any Member with a full-time, non-regular appointment. Such Member's instructional duties shall not exceed fifty percent more than the annual formal teaching load (fifty-eight Credit Hours maximum per year for twelve month appointments and forty-eight Credit Hours maximum for nine-month appointments) as specified in Section 260.210. Laboratory Credit Hour assignments shall not exceed fifty-three Credit Hours per year for nine-month, non-regular appointments. Non-instructional duties may be assigned with proadjustment in instructional loads. Such assignments and the adjustment of the workload shall be made through mutual agreement of the Member and the Employer.

260.320 Part-Time Appointments. Members who hold part-time appointments shall be assigned instructional loads adjusted in proportion to the percentage specified in their respective appointments.

260.400 Workload Planning

260.410 Written Workload Plan. Except as provided in Section 260.420, each Member with the division director's assistance shall annually develop and propose a written workload plan for the upcoming academic year. The plan shall be submitted annually to the Principal Administrator for h/her approval prior to May 31. The Employer shall not assign a workload greater than provided in this Section 260.000.

260.420 Mid-Year Appointments. In the case of a Member who is appointed and begins employment after September 16, h/her workload plan for the remainder of the academic year shall be prepared by the division director, in accordance with the provisions of 260.000, who shall submit the plan to the Principal Administrator for h/her approval.

260.500 Workload Adjustments

260.510 Workload Plan Review and Adjustments. The Principal Administrator and the division's director shall review each Member's workload plan quarterly. After such review, the Principal Administrator may make adjustments in the Member's workload. Division directors shall be responsible for consultation with Members in their division.

260.520 Other Added Assignment Adjustments. Members (1) who are appointed by the Employer to positions within the academic units (2) who are assigned inter-collegiate athletic responsibilities or (3) for whom grants or other funds are available to provide the Member with released time for Employer-approved activities, shall be given a reduction in workload in an amount determined by the Employer in accordance with current practices. Workload assignments shall be reduced for Members granted leave during an academic year in an amount proportionate to the amount of leave.

260.700 Scholarly Activity. Each Member shall devote a reasonable amount of time to disciplined inquiry and scholarly activity related to h/her area of professional training or expertise.

260.800 Professional Service. Each Member shall devote a reasonable amount of time to professional service to the institution, the academic discipline and the community.

265.000 AUXILIARY WORKLOAD--UMW

265.100 Fourth Quarter Load Procedure. The Employer shall provide qualified, nine-month Members at UMW with notice of the courses, workshops and seminars which it proposes to offer at UMW during their off quarter.

280.000 EMPLOYMENT CONTINUATION

280.100 Definitions

280.110 Program

280.111 Program--UMD. For purposes of this Section 280.000, "Program" for UMD Members means the departments, library and Supportive Services at UMD.

280.112 Program--UMW. For purposes of this Section 280.000, "Program" for UMW Members shall mean the following programmatic areas or other units:

(a) Agricultural Business

(b) Agricultural Industries and Services

(c) Agricultural Production

(d) Animal Health Technology

(e) Food Industry and Technology

(f) Home and Family Services

(g) Horticultural Technology

(h) Related Education

280.120 Layoff

(a) "Layoff," in the case of a Member with tenure, means the elimination of the Member's position because of the Employer's declaring a fiscal exigency. Layoff reflects no discredit of the Member's job performance.

(b) "Layoff," in the case of a Member without tenure, means the elimination of the Member's position. Layoff reflects no discredit of the Member's job performance.

280.200 Rules of Construction

280.210 Administrators' Right. If (a) a Member is removed from h/her membership in the Certified Unit because of h/her appointment to an administrative position or (b) a person now serving in an administrative position is appointed to a position which has the effect of making the person a Member of the Certified Unit, then such person's seniority shall be calculated as if the person were a Member during h/her administrative service.

280.220 Members' Right. If a Member is transferred from one Program to another then at the Member's election (a) h/her seniority as provided in Section 280.420(a) or Section 280.430(a) shall accumulate uninterrupted as though s/he were still in h/her previous Program or (b) such seniority shall be transferred uninterrupted to h/her new Program. The Member shall elect either (a) or (b) above at the time such Member is transferred.

280.300 Reductions Before Layoff

280.310 By Employer. If Layoffs occur, the Employer may offer a Member a change in a regular appointment or a non-regula appointment from full-time to part time as an alternativ to laying off that Member. If such an offer is made and accepted, the Member's seniority shall accumulate as though s/he were employed full-time. A decision to lay off the Member rather than reduce the Member's employmen to part-time shall be at the discretion of the Employer.

280.320 At Member's Request. When the Employer eliminates a Member's position subject to this Section 280.000, such Member may request in writing to the Principal Administrator that h/her position be reduced to part-time. If the Employer offers and the Member accepts a reduction to part-time employment, the Member shall accummulate seniority as though s/he were working full-time. A decision to lay off the Member rather than to reduce employment to part-time shall be at the discretio of the Employer.

280.400 Sequence of Layoff

280.410 Faculty within a Program Holding Different Types of Appointments. Members with different types of appointments within a Program which will be subject to Layoffs shall have the right to complete their contract years or the right to continued employment, as the case may be, i the following order:

(a) Members with tenure;

(b) Members on special contracts with probationary appointments;

(c) Members with probationary appointments;

(d) Members on special contracts with temporary appointments; and

(e) Members with temporary appointments.

).420 Between Members with Temporary Appointments, on Special Contracts, or with Probationary Appointments. Subject to Section 280.410, the following rules in the order set forth below shall determine between Members in the same Program who hold temporary appointments, or between such Members who hold appointments on special contracts with temporary appointments, or between such Members on special contracts with probationary appointments, or between such Members who hold probationary appointments which such Member has a right to complete h/her contract period (here "Right") or which such Member has a right to continued employment (here "Right"), as the case may be:

(a) The Member more senior shall have the Right. A Member is more senior if the total time ("Total Time") elapsed since the date of h/her initial appointment for h/her last period of unbroken service at UMW or UMD is greater than another Member's Total Time. For purposes of this rule, periods of unbroken service include single quarter leaves, sabbatical leaves, maternity leaves, parenthood leaves, leaves due to illness or injury, and authorized, unpaid leaves of absence; provided however, that the period of time spent on an authorized, unpaid leave of absence greater than one academic quarter, unless on a leave for the express purpose of non-degree related scholarly work, shall not count in the Total Time when determining seniority. A "year of service" means a full-time nine month, ten-month or twelve-month appointment, as the case may be.

(b) Between Members having the same seniority, the Member with the higher academic rank shall have the Right.

(c) Between Members at UMD having the same seniority and the same academic rank, the Member with the higher academic degree shall have the Right.

(d) Between Members at UMW having the same seniority and the same academic rank, the Member whose professional experience is greater in time shall have the Right.

(e) Between Members at UMW having the same seniority, the same academic rank and the same amount of professional experience, the Member with the higher academic degree shall have the Right.

(f) Between Members at UMD having the same seniority, the same academic rank and the same academic degrees or between Members at UMW having the same seniority, the same academic rank, the same amount of professional experience and the same academic degrees, the Member who first in time received h/her highest academic degree shall have the Right.

(g) If rules (a) through (f) hereof do not determine which Member shall have the Right, the Employer shall have the sole determination.

280.430 Between Tenured Members. Subject to Section 280.410, the following rules in the order set forth below shall determine between tenured Members in the same Program which such Member has a right to continued employment (here "Right"):

(a) The more senior Member shall have the Right. For purposes of this rule, a tenured Member's seniority shall be determined by "points." The Member shall receive points as follows: Three points per year of service since tenure plus one point per year of service as a tenured assistant professor plus two points per year of service as a tenured associate professor plus three points per year of service as a tenured full professor at UMW or UMD. "Year of service," for purposes of this provision, means during a single academic year which averages at least two-thirds or more of full-time employment for three consecutive academic quarters during a single academic year.

(b) Between Members having the same seniority, the Member whose Total Time since tenure as provided in Section 280.420(a) is greater shall have the Right.

(c) Between Members having the same seniority and the same Total Time since tenure, the Member higher in academic rank shall have the Right.

(d) Between Members having the same seniority, the same academic rank and the same Total Time since tenure, the Member whose Total Time as provided in Section 280.420(a) is greater shall have the Right.

(e) If rules (a) through (d) hereof do not determine which Member shall have the Right, the Employer shall have the sole determination.

280.500 Rights After Layoff

280.510 Employer's Obligation to Notify Member of Layoff. The Employer shall notify in writing a Member who is to be placed on Layoff at least one year before the effective date of such Layoff. In the case of a Member without tenure, the Employer's written notice shall state that the loss of position does not reflect on the Member's competence and, in the case of a Member with tenure, the Employer's written notice shall further state that the loss of position resulted from the Employer's declaring a fiscal exigency.

280.520 Employer's Obligation to Notify Member of Vacancies. If a Member is notified that s/he is to be laid off, the Employer shall notify the Member of the approved and available University of Minnesota administrative/professional and faculty (but not civil service) vacancies. The notice shall (a) be in writing (b) be mailed to one address provided to the Employer by the Member and (c) be updated by the Employer from time to time. Such notification shall be provided for two years after the date the Member's Layoff notice is given.

280.530 Member's Right to Reinstatement. A Member who has lost h/her position under the procedures of this Section 280.000 shall be given the opportunity to be reinstated to h/her position before any other person is hired to fill h/her position. When two or more Members in the same Program have lost their positions as a result of the procedures of this Section 280.000, the right to be reinstated shall be determined on a last-out, first-reinstated basis. Refusal to accept an offer of reinstatement shall terminate this right.

280.540 Member's Notice to Employer and Right to Delay Reinstatement. A Member shall notify the Employer in writing of h/her acceptance or declination of an offer of reinstatement within fourteen calendar days after h/her receipt of the offer. The Member, at h/her discretion, may be reinstated at the time offered by the Employer in the offer of reinstatement or may delay the date of effective reinstatement offered by the Employer by no

more than ninety days. If the Member chooses to so delay h/her date of reinstatement, the Member shall so notify the Employer in writing at the time the Member accepts the Employer's offer. The Employer's offer to reinstate shall be at the same tenure level, rank, seniority and salary as at the time when the Member was released and shall include at least the across-the-board salary increases, if any, granted during the Member's absence.

300.000 GOVERNANCE

The Employer and the Association agree that discussions regarding curriculum, educational policy and related matters shall occur in accordance with the constitutions, if any, for faculty at UMW and for faculty at UMD, as they may be approved and amended by the Regents from time to time, and in accordance with the meet and confer provisions of Minnesota law. However, the Employer and the Association agree that certain subjects concerning Members' employment are not negotiable including, but not limited to, curriculum, educational policy and governance. All negotiable terms and conditions of employment shall be negotiated by the Employer and the Association or shall be arrived at in accordance with the provisions of this Agreement and the provisions of PELRA.

500.000 COMPENSATION

501.000 Base Salary Adjustments, 1984-1985 Through 1986-87

501.100 Base Salary Adjustment Distribution -- 1984-1985. Effective July 1, 1984, the Employer shall increase each eligible Member's ending 1983-1984 base salary by one and one half percent (1½%). Effective no later than May 31, 1985, for Members on nine-month appointments and no later than June 30, 1985, for Members on twelve-month appointments, at each campus, an amount equal to one half of one percent (½%) of the total 1983-84 salary base of the eligible Members shall be apportioned equally to the base of each Member, prorated by type of appointment. Eligibility for this provision shall be limited to those Members who also were Members during the 1983-84 academic year.

502.200 Merit Equity Adjustments -- 1984-1985. In addition to the salary adjustments provided in Section 501.100 and effective July 1, 1984 only for those Members who also were Members during the 1983-84 academic year, the Employer may increase any such Member's 1983-1984 base salary for purposes of merit equity adjustment, provided however, the Employer shall increase a sufficient amount

of such Members' individual 1983-1984 base salaries to generate an effective average increase of four and one half percent (4½%) for Members at UMD and four and one half percent (4½%) for Members at UMW.

502.210 Merit Equity Adjustments Distribution -- 1984-1985. The total merit equity salary adjustment specified in Section 502.200 shall be distributed as follows:

(a) For Members receiving promotions in academic rank becoming effective during the 1984-1985 academic year, the following amounts shall be added to such Members' salary base, effective July 1, 1984: $1,100 for promotion to Assistant Professor; $1,300 for promotion to Associate Professor; $1,800 for promotion to Professor; provided however, that no such adjustment for promotion shall be based solely upon the completion of a terminal degree.

(b) The sum of $45,000 shall be distributed by the Employer to Members according to a formula developed by the Association.

(c) The remainder shall be distributed by the Employer, according to Section 506.000 of this Agreement.

503.000 Market Retention Adjustments -- 1984-1985. During the 1984-1985 academic year, Members at UMD and UMW shall be eligible for additional salary improvement for purposes of market retention under the same policies, procedures, and guidelines established for use throughout the University system. Individual awards made under this Section shall be grievable only under the provisions of Section 105.000 of this Agreement.

504.000 Salary Adjustments, 1985-1986 and 1986-1987

504.100 Employer Responsibility. For purposes of salary improvement for Members at UMD and UMW for the academic years 1985-1986 and 1986-1987, the Employer shall provide to each campus no less than the same percentage of the aggregate Member salary base as that provided to the other units in the University system for the years 1985-1986 and 1986-1987 respectively. This salary base shall be calculated under the same policies, procedures and guidelines established for use throughout the university system.

504.200 Base Salary Adjustments, 1985-1986 and 1986-1987

504.210 Base Salary Adjustment Distribution -- 1985-1986. Effective July 1, 1985, the Employer shall utilize one third (1/3) of the base salary increase funds provided by

Section 504.100 to increase, by an equal percentage, the 1984-1985 base salary of each Member who was also a Member in 1984-1985.

504.220 Base Salary Adjustment Distribution -- 1986-1987. Effective July 1, 1986, the Employer shall utilize one third (1/3) of the base salary increase funds provided by Section 504.100 to increase, by an equal percentage, the 1985-1986 base salary of each Member who was also a Member in 1985-1986.

504.300 Merit Equity Adjustments -- 1985-1986

504.310 Merit Equity Adjustment Distribution -- 1985-1986. All salary improvement funds provided in Section 504.100 for the 1985-1986 academic year not distributed under Section 504.210 shall be distributed as merit equity salary adjustments effective July 1, 1985 only to Members who also were Members during the 1984-1985 academic year. Such merit equity funds shall be distributed as follows:

(a) For Members receiving promotions in academic rank becoming effective during the 1985-1986 academic year, the following amounts shall be added to each such Member's salary base, effective July 1, 1985: $1,200 for promotion to Assistant Professor; $1,400 for promotion to Associate Professor; $2,000 for promotion to Professor; provided, however, that no such adjustment for promotion be based solely upon the completion of a terminal degree.

(b) The sum of $45,000 shall be distributed by the Employer to Members at UMD and UMW according to a formula developed by the Association.

(c) The remainder shall be distributed by the Employer, according to Section 506.000 of this Agreement.

504.400 Merit Equity Adjustments -- 1986-1987

504.410 Merit Equity Adjustment Distribution -- 1986-1987. All salary improvement funds provided in Section 504.100 for the 1986-1987 academic year not distributed under Section 504.220 shall be distributed as merit equity salary adjustments effective July 1, 1986 only to Members who also were Members during the 1985-1986 year. Such merit equity funds shall be distributed as follows:

(a) For Members receiving promotions in academic rank becoming effective during the 1986-1987 academic year, the following amounts shall be added to each

such Member's salary base, effective July 1, 1986: $1,200 for promotion to Assistant Professor; $1,400 for promotion to Associate Professor; $2,000 for promotion to Professor; provided however, that no such adjustment for promotion be based solely upon the completion of a terminal degree.

(b) The sum of $45,000 shall be distributed by the Employer to Members at UMD and UMW according to a formula developed by the Association.

(c) The remainder shall be distributed by the Employer, according to Section 506.000 of this Agreement.

04.500 Exceptions.

04.510 Exception -- 1985-1986. In the event that the Employer is unable to provide under Section 504.100 funds sufficient for the academic year 1985-1986 to fund fully Sections 504.210, 504.310(a), and 504.310(b), such salary improvement funds as are available shall be allocated in the following sequence: (1) 504.310(a), (2) 504.310(b), and (3) 504.210, as funds permit.

04.520 Exception -- 1986-1987. In the event that the Employer is unable to provide under Section 504.100 funds sufficient for the academic year 1986-1987 to fund fully Sections 504.220, 504.410(a), and 504.410(b), such salary improvement funds as are available shall be allocated in the following sequence: (1) 504.410(a), (2) 504.410(b), and (3) 504.220, as funds permit.

05.000 Additional Salary Improvement Funds, 1985-1986 and 1986-1987

05.100 Eligibility. In addition to salary improvements specified in Section 504.100, Members at UMD and UMW shall be eligible for additional salary improvement during the 1985-1986 and 1986-1987 academic years under the same policies, procedures, and guidelines established for use throughout the University system. Individual awards made under this Section shall be grievable only under the provisions of Section 105.000 of this Agreement.

06.000 Procedure for Distribution of Discretionary Funds and Grievances

06.100. Procedure for Distribution of Discretionary Funds. The amount of a Member's merit equity adjustments as provided in Sections 502.210(c), 504.310(c), and 504.410(c) shall be recommended by the Member's department head, division director, or other academic unit head to the Principal

Administrator. The Principal Administrator shall, in turn, make a recommendation to the Assistant Provost for Academic Affairs at UMW or the Vice Provost for Academic Administration at UMD, as appropriate, who shall determine the amount of a Member's merit equity adjustments, if any.

506.200 Grievability. The Employer's decision to grant or deny any merit equity adjustment as provided in Sections 502.210(c), 504.310(c), and 504.410(c) shall be grievable only through Step Three (Section 801.330) of the Grievance Procedure provided by this Agreement.

507.000 Miscellaneous Salary Adjustments

507.100 Non-Discrimination. The Employer shall prospectively remedy inequities in salary, if any, based on discrimination as defined in Section 105.000 of this Agreement.

507.200 Base Salary Defined. For the purposes of calculating the amount of any Member's base salary and salary adjustments in this Section 500.000, "base salary" does not include the compensation items described below in Sections 507.300, 507.400 and 507.500.

507.300 Augmentation. During the duration of this Agreement the salary increments for augmentation for administrative positions shall be maintained according to current practice at UMD and UMW respectively. The Employer may change the workload or administrative duties performed by a Member employed in an administrative position. In the event of such a change, the augmentation paid to such a Member may be changed in a proportionate amount. Salary increase money generated by augmentation shall stay within the bargaining unit.

507.400 Regents Professorships. The Employer may elect any Member a Regents Professor.

507.500 Awards. The Employer reserves the authority to grant any Member an award.

508.000 Additional Compensation.

508.050 Compensation-Other University Programs. Compensation for appointments such as Graduate School Summer Research Fellowships shall follow all-University guidelines, effective September 1, 1984.

508.100 Summer Session at UMD. During the duration of this Agreement the Employer shall pay a UMD Member (1) who holds a full-time appointment which is less than a

twelve-month appointment and (2) to whom the Employer assigns a full-time workload during a single term of the summer session, one sixth of h/her base annual salary for the following academic year, except that such pay shall not exceed $5,000 for the summer of 1984, and such maximum figures as shall be established throughout the University system for the summers of 1985 and 1986.

508.110 Less than Full-Time. If the Member's Summer Session appointment is less than full-time, the Employer shall prorate h/her pay; provided, however, that such pay shall not exceed the pro rata portion of the limits provided by Section 508.100 for the appropriate summer.

508.200 Fourth Quarter Contracts at UMW. Effective July 1, 1984, the Employer shall pay a UMW Member (1) who holds a full-time nine-month appointment and (2) to whom the Employer assigns an off-quarter workload, one third of h/her base salary for the academic year in question. Effective July 1, 1984, if the off-quarter in question in a summer quarter, the salary base used for calculating the Member's salary shall be the academic year following the summer quarter. Effective July 1, 1984, if the Member's appointment is less than full-time, the Employer shall prorate h/her pay at the rate of three and one tenth percent (3.1%) of base salary per credit hour assigned.

508.300 Continuing Education and Extension. During the duration of this Agreement, the Employer shall pay a Member to whom the Employer assigns instructional responsibility for a course which the Employer offers through Continuing Education and Extension and for which the Member is not otherwise compensated, one and sixty-five hundredths percent (1.65%) of h/her "B" or "M" base annual salary for year in question (except for augmentation as provided in Section 507.200) times the number of credit hours which the Employer assigns to the course.

508.310 Minimum Compensation for Continuing Education and Extension. Notwithstanding Section 508.300, the Employer shall pay a Member to whom it assigns such instructional responsibility no less than the following:

Member's Rank	Rate per Credit Hour
Instructor	$290
Assistant Professor	$320
Associate Professor	$345
Professor	$385

508.320 Continuing Education and Extension Courses Cancellation. Nothwithstanding Sections 508.300 and 508.310, the Employer shall not be required to pay a Member for h/her accepting instructional responsibility for such a course if the Employer cancels the offering of the course because the Employer deems the enrollment insufficient.

508.330 Miscellaneous Compensation -- Continuing Education and Extension. Compensation for courses offered through Continuing Education and Extension for independent study, for the development of courses to be offered through independent study, for the examination and evaluation of student proficiency for the purpose of awarding academic credit, for special program evaluation, for courses offered for credit by radio or television, and for course for which the Employer does not offer academic credit shall be determined by written mutual agreement of the Member and the Employer. A copy of this mutual agreement shall be provided to the Member and to the Association.

508.400 Overload Pay. Compensation for overload instructional assignments, if any, pursuant to Sections 250.000, 255.000, 260.000 and 610.000 of this Agreement shall conform to the Continuing Education and Extension compensation rate established in Sections 508.300 and 508.310 of this Agreement.

509.000 Retroactivity. The provisions for this Section 500.000 shall become effective on the respective dates stated in each such provision. If no effective date is stated in a provision, that provision shall become effective when this Agreement is executed or as soon thereafter as possible.

510.000 Legislative Retrenchments. Notwithstanding any other provision of this Agreement, the Employer and the Association agree that in the event a compensation retrenchment, including salary or fringe benefits, is intended by an enactment of the State of Minnesota Legislature, the parties shall reopen the negotiation of this Section 500.00 or of Section 540.000, as the case may be.

511.000 Salary Adjustments for Members on Leave.

(1) Members who have been or are on a single quarter leave during an academic year shall be eligible for salary or other benefit improvements provided for i this contract for that academic year in which the single quarter leave occurs. The fact that a Membe may or will take a single quarter leave in an ensui

academic year shall not qualify that Member's eligibility for salary or other benefit improvements which may or will occur in the ensuing academic year.

(2) Members who are on sabbatical leave or on leave without pay when salary or other benefit improvements are made shall be eligible for such improvements. The Member shall be eligible for the same improvements which have been made across the board to all Members or to the class of Members to which the Member belongs. The said member shall be eligible for salary increases based upon merit. Data from that Member's previous teaching and service activities shall be used. Data from that Member's research activities of the year of leave shall be used.

540.000 FRINGE BENEFITS

540.100 Definition. For purposes of this Section 540.000, "Full-Time Member(s)" shall mean Members who are serving seventy-five percent or greater appointments with the Employer. Members who are on less than seventy-five percent appointments may participate in the fringe benefits provided by Sections 540.200, 540.300, 540.400 and 540.500 at their own expense at the group rate(s) established by the insurance carrier(s) from time to time.

540.200 Life Insurance

540.210 University Faculty Life Insurance Plan. The Employer shall provide all existing life insurance benefits to Full-Time Members as specified in the University faculty life insurance plan.

540.220 Minnesota State Employees Life Insurance Plan. Eligible Full-Time Members shall receive life insurance benefits under the Minnesota state employees life insurance plan.

540.300 Health and Dental Insurance

540.310 Members' Health Insurance. The Employer shall provide Full-Time Members with Health Insurance coverage as specified in the University Faculty Health Insurance Plan.

540.320 Dependents' Health Insurance. The Employer shall provide dependents of Full-Time Members with Health Insurance coverage as specified in the University Faculty Health Insurance Plan.

540.330 Dental Insurance. The Employer shall pay the full cost of dental insurance for Full-Time Members and fifty percent of the cost for Full-Time Members' dependents. This shall include orthodontics for dependents.

540.340 Disability Insurance. The Employer agrees to continue all existing disability insurance coverage for Full-Time Members.

540.350 Open Enrollment Periods. The Employer agrees to arrange annually an open enrollment period commencing on or before September 1 of each year and lasting a minimum of thirty (30) calendar days to allow Members to make changes in their health and dental coverages. The Employer agrees to make available to Members new health and dental plans as insurers shall provide.

540.360 Member Notification. The Employer shall provide an annual statement indicating Health, Dental, Life and Disability Insurance coverages available to members.

540.400 Miscellaneous Benefits

540.410 Recreational Facilities. Members, their spouses, and their dependents and the spouse and dependents of deceased Members shall be entitled to use the Employer's recreational facilities for the same cost and on the same terms as other UMD and UMW employees, in accordance with the Employer's policy, as amended from time to time.

540.420 Benefits While on Leave. The Employer shall provide to Members who are on approved leaves of absence all those benefits which the Employer provides other faculty on approved leaves of absence in accordance with the Employer's policy, except as may be modified by this Agreement.

540.440 Tickets. Members shall continue to be entitled to purchase or receive tickets for the Member and h/her spouse and dependents to University sponsored events for the same cost to the Member and by the same procedure as UMD and UMW employees in accordance with existing policy at the time this Agreement is excuted.

540.500 Benefits for Regular Members Who Are Laid Off. The Employer shall provide tenured and probationary Full-Time Members who are laid off pursuant to Section 280.000 or who are reduced to part-time pursuant to Section 280.000 with the health, dental, disability and life insurance benefits provided by Section 540.000 for a period of one (1) year following any such Member's effective date of Lay-off or reduction to part-time, whichever is applicable.

40.800 Early Separation Pay

40.810 Eligibility. The Employer shall have the right to negotiate a separation pay agreement with any individual member, under provisions of the then current University policy.

Neither failure to reach a mutually acceptable agreement, nor the terms of a mutally acceptable agreement shall be grievable under Section 800.000 of the Agreement.

00.000 LEAVES OF ABSENCE

00.500 Definition. For the purposes of Section 600.000, salary is defined as in Section 507.200.

01.000 Sabbatical Leaves

01.100 Eligibility. After a Member has completed six or more years of employment with the Employer pursuant to either a nine-month or a twelve-month, fulltime, regular appointment or after s/he has completed six years of such employment following h/her most recent sabbatical leave, s/he shall be eligible for a sabbatical leave.

01.200 Compensation. The Employer shall pay the Member to whom it grants sabbatical leave one-half of the salary to which s/he would have been entitled if s/he had performed h/her normal duties, or, at the option of the Member, the Employer shall pay the Member to whom it grants a sabbatical leave three-fourths of the salary to which s/he would have been entitled if s/he performed h/her normal duties during the year of the sabbatical leave, and during the year succeeding the sabbatical year the Employer shall deduct similar amounts from the Member's salary during that year. In order to augment h/her compensation from the Employer, s/he may also accept one or more non-service grants for research or study or otherwise may augment h/her compensation. If the Member accepts compensation from sources other than the Employer and if such compensation exceeds one-half of the salary to which s/he would have been entitled if s/he had performed h/her normal duties, the Employer may reduce the pay which it provides by the amount which such other compensation exceeds one-half of the salary to which the Member would have been entitled if s/he had performed h/her duties.

601.300 Length. A sabbatical leave may be for any continuous period of time which does not exceed one calendar year. The sabbatical leave may include parts of more than one academic year.

601.400 Purpose. A Member to whom the Employer grants a sabbatical leave shall use it only for research, study or other creative or scholarly activity.

601.500 Reimbursement. If the Member to whom the Employer grants a sabbatical leave accepts employment with another employer prior to h/her completing one academic year of employment with the Employer subsequent to h/her resuming h/her duties after completing h/her sabbatical leave, s/he shall reimburse the Employer for the salary and fringe benefits which the Employer paid to h/her during h/her sabbatical leave.

601.600 Procedure. If a Member wishes to take a sabbatical leave, s/he shall submit a written application to the head or division director of the department or division in which s/he is employed no later than nine months prior to the date on which the sabbatical leave is to commence. The chair or head shall forward the written application to the Principal Administrator with the chair or head's recommendation. The Employer shall make a reasonable attempt to accommodate the Member's request.

601.700 Notice. The Principal Administrator shall notify the Member in writing of the Employer's approval or disapproval of the Member's request within three months after the Principal Administrator receives the Member's request. The Principal Administrator shall also identify the reasons for the disapproval, if disapproved, in writing to the Member.

602.000 Single-Quarter Leaves

602.100 Eligibility. A Member shall be eligible to apply for a single-quarter leave with salary if s/he meets one of the following conditions:

(a) S/he holds a full-time, tenured appointment as an Instructor (including Research Fellow) and s/he shall have been appointed by the Employer for no less than three academic years at the time s/he proposes to take the single-quarter leave;

(b) S/he holds a full-time, regular appointment as an Assistant Professor (including Research Associate) and s/he shall have been appointed by the Employer for no less than two academic years at the time s/he proposes to take the single-quarter leave; or

(c) S/he holds a full-time, regular appointment as an Associate Professor or Professor and s/he shall have been appointed by the Employer for no less than one academic year at the time s/he proposes to take the single-quarter leave, or

(d) S/he holds a full-time appointment as an instructor on a special contract and s/he shall have been appointed for no less than seven academic years at the time s/he proposes to take the single quarter leave.

A Member shall not be eligible for a single-quarter leave which is immediately to precede or to follow a sabbatical leave or a graduate school summer research grant.

602.200 Purpose. A Member shall use a single-quarter leave only for study, research or other scholarly or creative activity which will strengthen the Member's knowledge, understanding or professional expertise and which is intended to benefit or improve teaching at the University and shall not use the leave to write a textbook. The single quarter leave proposal by a Member may include some course work.

602.300 Reimbursement. If a Member to whom the Employer grants a single-quarter leave for fall or winter quarter commences employment with another employer prior to completing h/her employment with the University for the academic year in which the leave occurs, s/he shall reimburse the Employer for the compensation (salary and fringe benefit costs) which the Employer paid to h/her during h/her single-quarter leave. The Member must notify the Employer of h/her intent to leave two quarters prior to leaving. If such notice is not given, the Member must complete three quarters of employment with the University or s/he shall be required to reimburse the Employer for the compensation (salary and fringe benefit costs) paid to h/her during h/her single-quarter leave. For purposes of this Section, the summer period shall constitute a quarter of employment. If a Member to whom the Employer grants a single-quarter leave for spring quarter or summer quarter accepts employment with another employer prior to completing three quarters of h/her subsequent year of employment with the University, s/he shall reimburse the Employer for the compensation (salary and fringe benefit costs) which the Employer paid to h/her during h/her single-quarter leave.

602.400 Procedure

602.410 UMD Procedure. If a Member at UMD wishes to take a single-quarter leave, s/he shall submit a written application to the Principal Administrator through the head of the department in which s/he is employed prior to the deadline established annually by the Employer. There shall be a review of all proposals for single-quarter leaves from the Certified Unit faculties at UMD by

faculty committees selected according to appropriate procedures. Proposals recommended by these committees shall be forwarded to the appropriate Principal Administrator for review and recommendation. That officer shall make a recommendation for each proposal in regard to merit and feasibility. All proposals, both those recommended by each principal administrator and those not recommended by each principal administrator, shall be transmitted to the Vice Provost for Academic Administration. The Vice Provost shall review the proposals for merit and feasibility and shall transmit only those that s/he recommends to the Vice President for Academic Affairs. The Vice President for Academic Affairs shall review the proposals; if fifteen or more applications are recommended by the Vice Provost at UMD from among those recommended by the UMD faculty, the Vice President for Academic Affairs must grant at least ten leaves from that group. If fewer than fifteen proposals are recommended by the Vice Provost at UMD, then the Vice President for Academic Affairs shall recommend and the Employer shall grant no less than two-thirds of the leaves recommended by the Vice Provost at UMD.

602.420 UMW Procedure. If a Member at UMW wishes to take a single-quarter leave, s/he shall submit a written application to the Principal Administrator through the division director of the division in which s/he is employed prior to the deadline established annually by the Employer. There shall be a review of all proposals for single-quarter leaves from the Certified Unit faculties at UMW by faculty committees selected according to appropriate procedures. Proposals recommended by these committees shall be forwarded to the Principal Administrator who shall make recommendations for each proposal in regard to merit and feasibility. All proposals which the Principal Administrator reviews shall be transmitted with h/her recommendation to the Vice President for Academic Affairs. The Vice President for Academic Affairs shall review the proposals; if three or more applications are recommended by the Principal Administrator at UMW, at least two leaves must be granted. If fewer than three applications are recommended by the Principal Administrator at UMW, then the Vice President for Academic Affairs shall recommend and the Employer shall grant no less than two-thirds of the leaves recommended by the Principal Administrator a UMW.

603.000 Sick Leaves

603.100 Eligibility. Whenever a Member is unable to perform h/her normal duties because of a bona fide illness or

injury, the Employer shall grant h/her a sick leave with full salary until the earlier of the date on which s/he is able to resume the performance of h/her duties or the date on which s/he becomes eligible for income disability insurance benefits.

603.200 Procedure. If a Member anticipates that s/he will be unable to perform h/her normal duties because of illness or injury for a period of fifteen days or less, s/he shall notify the head or director of the department, division, or other academic unit in which s/he is employed either orally or in writing of the nature of h/her illness or injury and the date on which s/he anticipates that s/he will be able to resume h/her normal duties. If a Member anticipates that s/he will be unable to perform h/her normal duties for a period of more than fifteen days or if h/her illness or injury extends beyond fifteen days, s/he shall submit a written application for sick leave to the head or director of the department, division, or other academic unit in which s/he is employed. The division director or head shall forward the application to the Principal Administrator promptly. Upon request, the Member who has submitted a written application for sick leave shall provide the Employer with evidence of h/her illness or injury.

603.400 Term of Sick Leave. The member shall be entitled to leave with pay for the period of disability as described in the following tables:

A (12-month) Appointments

<table>
<tr><th>Period of Service</th><th>First 0-3 months</th><th>Next 3 months</th><th>Next 6 months</th><th>Next 12 months</th><th>More than 24 months</th></tr>
<tr><td>Less than 2 years</td><td>Full Salary</td><td colspan="4">FGID only</td></tr>
<tr><td>Between 2 & 10 yrs.</td><td colspan="2">Full Salary</td><td>2/3 Salary</td><td colspan="2">FGID only</td></tr>
<tr><td>More than 10 years</td><td colspan="3">Full Salary</td><td>2/3 Salary</td><td>FGID only</td></tr>
</table>

M,B (9-month) Appointments

Period of Service	During Summer or Off-Quarter Periods	During Academic Year Only				
		First 0-3 months	Next 3 months	Next 3 months	Next 9 months	More than 18 mon
Less than 2 years	FGID only	Full Salary	FGID only			
Between 2 & 10 yrs.	FGID only	Full Salary		2/3 Salary	FGID only	
More than 10 years	FGID only	Full Salary			2/3 Salary	FGID only

Notes: FGID = Faculty Group Income Disability
Full Salary = Base Salary

603.400 Effective Date of Sick Leave. These leave periods begin on the business day that the employee is first unable to fulfill his/her normal University duties and they include the two-week informal leave.

603.500 Instructional Responsibilities for Members on Sick Leave. A Member who takes a leave of two weeks or less shall make reasonable efforts to ensure that classes are taught by others or made up later. In cases of longer leaves, the department or college is responsible for making other arrangements to make up classes and to cover other duties.

603.600 Disability Application. Members with long-term disabilities must apply as soon as they are eligible for benefits under the Faculty Group Income Disability Insurance Plan, under Social Security, and under other specified disability programs whose benefits are deducted under the Disability Insurance Plan. Salary paid under this policy will be reduced by the amount of the benefits paid under those programs. The periodic payments from these programs will be prorated over the various University pay periods. If the individual fails to apply for these other disability benefits, payments under this policy will be reduced

by the benefits that would have been received with proper application.

603.700 Number of Disability Leaves. The time limits in this policy are maximums for each separate disability. A Member will be entitled to more than one period of paid leave only upon proof that disability which requires a subsequent leave is separate from and not a continuation of an earlier disability for which the Member took a paid leave. The Employer may determine that the person who suffers a recurring disability after returning to work should be allowed a subsequent paid leave.

604.000 Parenthood Leaves

604.100 Eligibility. The Employer shall provide each Member with a parenthood leave with full salary at the time of delivery of her child if part or all of the delivery or confinement occurs during the period of her appointment.

604.200 Leave Following the Birth of a Child. Upon request, a female Member shall be entitled to six weeks' leave with salary following the birth of a child. The Member need not prove actual disability during the six-week period. The six week period shall be counted from the date of delivery and must fall within the Member's term of appointment. Upon request a male Member shall be entitled to four weeks' leave with salary following the birth of his child. The four week period shall be counted from the date of delivery and must fall within the Member's term of appointment.

604.300 Leave Following Adoption of a Child. Upon request, a Member shall be entitled to four weeks' leave with salary following the adoption of a child. The four week period shall be counted from the date the child arrives in the adoptive parent's home and must fall within the Member's term of appointment.

604.400 Family and Personal Leaves Without Pay

604.410 Eligibility. This Section 604.400 applies to all Members appointed for nine months or longer. It does not apply to a Member on an annual or fixed-term appointment except those Members who have been employed in the same position at the University for at least seven years.

604.420 Coverage. Upon request, a Member is entitled to a leave of absence without salary for up to twelve months following the birth or adoption of a child or in the case of a child or spouse with a serious health problem. A Member is entitled under the same circumstances to an additional unpaid leave of up to twelve months unless the

Vice President for Academic Affairs determines after consultation with the Member and his/her Principal Administrator that the leave will create substantial and exceptional hardships for students and other faculty. Except in the case of unforseen circumstances, a Member requesting leave under this section 604.400 should make the request to the head or chair of his/her department or division at least four months prior to the expected beginning date of the leave. This leave may begin immediately following a disability leave related to childbirth or at the end of a parenthood leave.

If a family or personal leave ends during an academic term, a faculty member must adjust the end of the leave to coincide with the beginning of a quarter or semester. A Principal Administrator and the individual may agree to shorten or lengthen the duration of the leave or to make the leave part-time.

605.000 Military Leaves

605.100 Eligibility. The Employer shall provide a military leave to each Member who holds a full-time, nine month or more appointment in order to permit the Member to participate in required duties conducted by the National Guard or by any of the armed services reserve forces of the United States.

605.200 Compensation. A Member to whom the Employer grants military leave shall be entitled to pay for up to two weeks of military leave during an academic year.

605.300 Procedure. Each Member who wishes to be granted a military leave shall submit a written application to the head or director of the department or division in which s/he is employed as far in advance as possible of the date on which the military leave is to commence or immediately after the receipt of duty orders. The head or director shall forward the application to the Principal Administrator promptly.

606.000 Appearance in Court

606.100 Eligibility. The Employer shall provide a leave with salary to each Member when s/he is required to testify before a court or before a legislative committee upon the request of the government of the United States or of the State of Minnesota or on behalf of the University of Minnesota; when s/he is subpoenaed to testify; when s/he is called to testify as an expert; or when s/he is required to serve as a juror or potential juror.

606.200 Procedure. If a Member wishes to use leave for such a purpose, s/he shall notify the head or director of the department or division to which the Employer has assigned h/her as soon as s/he is aware of the possibility that s/he will be required to absent h/herself from h/her normal duties.

607.000 Holidays

607.100 Listing of Holidays. If any of the following fall during the period of a Member's appointment, it shall be a holiday for the Member: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day and three other days designated by the Employer.

607.200 Effect of Holiday. The Employer shall not schedule any classes and shall not require any Member to perform h/her normal duties on a day designated as a holiday.

607.300 Holidays on Weekends. If a day otherwise designated as a holiday falls on a Saturday, the preceding Friday shall be designated as the holiday. If a day otherwise designated as a holiday falls on a Sunday, the following Monday shall be designated as the holiday.

607.400 Religious Holidays. When (1) a Member intends to observe a holiday designated as such by h/her religious affiliation but not otherwise designated herein as a holiday and (2) h/her observation of the religious holiday requires the Member to be absent from h/her normal duties to the Employer, the Member has an obligation to arrange for a substitute or make up instruction in a manner most convenient for all of h/her students. The Member shall notify h/her Principal Administrator in writing of the Member's intent to be absent and of the arrangements made for such absence at least seven calendar days, except under unusual circumstances, before the religious holiday.

608.000 Vacations

608.100 Eligibility. The Employer shall provide two days of vacation for each full month of employment up to a total of twenty-two days per year to each Member who holds a full-time, twelve-month, regular appointment. Members who hold other types of appointments. Members who hold other types of appointments shall not be entitled to vacation.

608.200 Schedule. No Member shall be entitled to use h/her vacation until s/he has completed eleven full months of

employment with the Employer. The Employer shall schedule vacations at its convenience.

608.300 Procedure. If a Member wishes to make use of h/her available vacation time, s/he shall submit a written request to the head or director of the department or division in which s/he is employed. The Member shall submit the request a reasonable amount of time prior to the date on which s/he requests h/her vacation to commence.

608.400 Vacation Time Non-Cumulative. No Member shall accumulate vacation time in excess of twenty-two days. If a Member does not use the vacation time to which s/he is entitled during any year or within three months after the end of that year, s/he shall forfeit such vacation time and shall not be entitled to additional pay. If the Employer requires a Member to postpone h/her vacation beyond the end of a year, the Employer shall execute a written agreement with the Member stating the reason for requiring the postponement of the vacation time and establishing the terms upon which the Member shall be permitted to use h/her vacation time.

608.500 Termination. If the employment of a Member with the Employer is terminated and if s/he is entitled to vacation time which s/he has not used, the Employer shall provide him/her salary for up to twenty-two vacation days.

608.600 UMW Consecutive Vacation Days. Upon the written request of a UMW Member with a full-time, twelve month appointment, the Employer shall undertake all reasonable steps to provide up to twenty-two consecutive days of vacation.

610.000 Substitution

610.100 Assignment to Replace Members on Leave. Subject to the provisions of Sections 250.000, 255.000, 260.000, 265.000 and 500.000, the Employer may assign Members to assume the normal instructional duties of other Members when those other Members are making use of their sick leave, maternity leave, or military leave or are appearing before a court or a legislative committee or are required to serve as a juror or when the Employer provides leaves to Members to attend a meeting of a professional organization directly related to the Member's academic discipline.

610.200 Additional Compensation. Any assignment of substitutional duties as provided in Section 610.100 which causes a Member's workload to exceed h/her workload as provided

in Sections 250.000, 255.000, 265.000 or 260.000 shall be made only with the consent of the Member. In such cases, the Member shall be recognized for handling such substitutional duties by a future reduction in workload or supplemental pay, as provided in Section 504.800 of this Agreement. The Member's and the Employer's agreement shall be in writing. A copy of the agreement shall be provided to the Member and to the Association and a copy shall be placed in the Member's official personnel file(s).

640.000 Uncompensated Leaves

640.100 Eligibility. At the request of a Member, the Employer may provide h/her with an uncompensated leave.

640.200 Length. An uncompensated leave shall be for a period of two years or less and may be either fulltime or part-time. The Employer may grant successive uncompensated leaves to a Member; however, successive uncompensated leaves shall be granted only in exceptional circumstances.

640.300 Procedure. If a Member wishes to take an uncompensated leave, s/he shall submit a written application for uncompensated leave to the Principal Administrator of the academic unit in which s/he is employed. The Member shall submit the request for uncompensated leave a reasonable time in advance of the date on which the uncompensated leave is to commence. If the Principal Administrator determines that the Employer will be able to make satisfactory arrangements, the Principal Administrator shall recommend that the Employer grant the request. If the Principal Administrator recommends that the request be granted, s/he shall forward the request and h/her recommendation through the appropriate channels to the Regents. Approval of such a request shall be within the sole discretion of the Regents. Requests for successive uncompensated leaves shall be handled in a similar fashion.

640.400 Effect of Leave. The taking of uncompensated leave shall affect the rights of a Member according to the provisions of this Agreement.

720.000 TRAVEL

720.100 Conduct and Reimbursement. All travel by Members shall be conducted and reimbursed according to the provisions of the University of Minnesota Travel Regulations, as amended from time to time.

720.200 Insurance. Members travelling under the provisions of Section 720.100 shall be insured at the expense of the Employer for the amount specified in the University of Minnesota Travel Regulations, as amended from time to time.

800.000 GRIEVANCE PROCEDURE

801.000 Dispute Resolution. The Association and the Employer agree that they will use their best efforts to encourage the informal and prompt resolution of any dispute which may arise concerning application of this Agreement or of University policies. In the event that a dispute arises between the Employer and the Association or a group of Members or Member and the dispute cannot be resolved informally, the grievance procedure described herein shall apply, except as otherwise provided by this Agreement.

801.100 Definitions

801.110 Grievance. A "grievance" means a charge by a grievant that there has been a breach or improper application of a specific term(s) of this Agreement or University policies.

801.120 Grievant. "Grievant" means the Association, or a Member who presents a grievance to the Employer in accordance with the terms of this Section 800.000.

801.130 Day. "Day" means a calendar day other than one which has been designated an official holiday at the University of Minnesota. Event(s) which give rise to a grievance while the grievant is off campus can be deemed by the grievant to have occurred the first day the grievant returns to duty on the campus.

801.140 Principal Administrator. "Principal Administrator" means (a) a division director at UMW, or h/her designee or (b) a dean, director or similar principal officer of an academic unit at UMD, or h/her designee.

801.150 President. "President" means the President of the University of Minnesota or h/her designee.

801.160 Provost. "Provost" means the Provost of either UMD or UMW, or h/her designee.

801.170 Service. "Service" means mailing by first class or certified mail or delivering in person to the appropriate individual at h/her University office. The date of service by mail shall be established by postmark. Date of

receipt shall serve to initiate the counting of days for each stage in the formal grievance procedure.

1.200 Grievance Procedure

1.210 Representation. A designee of the Association may be present with any grievant during the informal stage of this Grievance Procedure. The Association shall represent the grievant at Steps One through Four of the formal stages of this Grievance Procedure.

1.220 Grievance Forms. All grievances at Steps One through Three of this Grievance Procedure shall be submitted in writing on the grievance form currently in use and supplied by the Employer and shall be signed by a duly authorized designee of the Association. On the grievance form the grievant shall set forth a concise statement of facts which give rise to the grievance, shall specify the grounds for the grievance and shall state the specific relief requested.

01.230 Informal Resolution. Whenever any grievant wishes to proceed with a grievance, the grievant shall meet on an informal basis with the Principal Administrator of the academic unit in which the grievant is employed. The Principal Administrator shall not make any determination at such an informal meeting which diminishes, amends, or otherwise modifies the provisions of this Agreement or University policies. The grievant shall meet with the Principal Administrator within fifteen days after the occurrence of the events which give rise to the grievance or within fifteen days after the grievant, through the use of reasonable diligence, should have acquired knowledge of that occurrence and shall attempt to resolve the grievance. The meeting shall be held in the office of the Principal Administrator or at a place designated pursuant to an agreement between the grievant and the Principal Administrator.

801.300 Formal Resolution

801.310 Step One. If the grievant waives the informal meeting or if the grievance is not resolved after the grievant has met informally with the Principal Administrator, the Association may submit the grievance to the Principal Administrator by serving the signed, completed grievance form upon the Principal Administrator within twenty days after the occurrence of the events which give rise to the grievance or within twenty days after the grievant, through the use of reasonable diligence, should have acquired knowledge of that occurrence, or within twenty days after the informal process has been completed.

Within fifteen days of the appropriate Principal Administrator's receiving the grievance form, the grievant and a representative of the Association shall meet with the Principal Administrator and shall attempt to resolve the grievance. The meeting shall be held in the office of the appropriate Principal Administrator or at a place designated pursuant to an agreement between the Association and the appropriate Principal Administrator. The Principal Administrator shall then respond to the grievant in writing within fifteen days of the meeting and shall serve h/her response upon the Association.

801.320 Step Two. If the grievance is not resolved after the grievant has met formally with the Principal Administrator, the Association may submit the grievance form upon the appropriate Provost or h/her designee within fifteen days after the receipt of the Step One response. Within fifteen days of the appropriate Provost's receiving the grievance form, the grievant and a representative of the Association shall meet with the Provost and shall attempt to resolve the grievance. The meeting shall be held in the office of the Provost or at a place designated pursuant to an agreement between the Association and the Provost. The Provost shall respond to the grievant in writing within fifteen days of the meeting and shall serve h/her response upon the Association.

801.330 Step Three. If the grievance is not resolved after the Provost has served h/her response upon the Association, the Association may seek review of the Provost's action by serving the grievance form and the Provost's response upon the President within ten days after the receipt of the Step Two response. Within fifteen days of the President's receiving the grievance form and the Provost's response, the grievant and the representative of the Association shall meet with the President or h/her designee and shall attempt to resolve the grievance. In the case of a grievance brought by a grievant employed at UMD, the meeting shall be held in the Regents' Room at UMD, or at a place designated pursuant to an agreement between the Association and the President. In the case of a grievance brought by a grievant employed at UMW, the meeting shall be held in the Administrative Conference Room at UMW, or at a place designated pursuant to an agreement between the Association and the President. The President shall then respond to the grievant in writing within fifteen days of the meeting and shall serve h/her response upon the Association.

801.340 Step Four

801.341 Arbitration. In the event a grievance is not satisfactorily resolved after the President has served a response, the Association may submit a request for arbitration of the grievance by serving a written notice to that effect on the Secretary of the Regents within twenty days after receipt of the Step Three response.

The arbitration may be conducted by a sole arbitrator whom the Association and Employer mutually name. If a sole arbitrator cannot be named by mutual agreement no more than ten days after receipt of the request for arbitration, either the Association or the Employer may request the Director of the Bureau of Mediation Services to submit a list of five arbitrators. The Employer and the Association shall alternately strike one name at a time, Employer striking first, from the list until there is only one name remaining. The remaining name shall be the sole arbitrator. The selection of a sole arbitrator shall be completed no later than ten days after receipt of the list.

If either the Association or the Employer does not want to use a sole arbitrator, the arbitration shall be conducted by a panel of three persons: one representative designated by the Association, one representative designated by the Employer, and a third arbitrator chosen by the first two. The Association arbitrator and the Employer arbitrator shall be designated no later than twenty-five days after receipt of the request for arbitration. If the first two arbitrator cannot agree within five days on the third arbitrator, either the Association or the Employer may request the Director of the Bureau of Mediation Services to submit a list of five arbitrators. The Employer and the Association shall alternately strike one name at a time from the list, Employer striking first, until there is only one name remaining. The one name remaining shall be the third panel member. The third panel member shall be notified by a joint letter which requests that a time and location for a hearing convenient to the participants be set.

If a sole arbitrator is used, the Employer and the Association shall each be responsible for one-half of the arbitrator's fee. If the arbitration is conducted by a panel, the Employer and the Association shall be responsible for the cost of their respective arbitrator and one-half of the third selected arbitrator's fee. Each party shall bear it's own expenses.

801.342 Questions of Arbitrability. If any question arises as to arbitrability, the question shall be ruled upon by the

panel. Either party may appeal the panel's ruling on the question of arbitrability to the Minnesota District Court pursuant to Chapter 572 of the Minnesota Statutes. Such appeal shall not be taken until the panel has ruled on all issues submitted to it. Until the issue of arbitrability has been finally resolved, implementation of the sole arbitrator's decision shall be stayed automatically.

801.343 Arbitrators' Decision Deadline. The panel shall hold a hearing promptly and shall issue its decision no later than twenty days from the date of the close of the hearing. The sole arbitrator's decision shall be in writing and shall set forth its findings of fact, reasoning and conclusions on the issues submitted. The decision of the panel shall be final and binding upon the grievant, the Employer and the Association.

801.400 Private Hearings. All meetings and hearings conducted pursuant to this Grievance Procedure shall be private and shall include only the interested parties, their designated representatives, and any witnesses called relative to the proceedings.

801.410 Effect of Time Limits. By mutual agreement, the grievant and the Principal Administrator or the Association and the Principal Administrator, the Provost or the President may waive any step or extend any time limit established by this Section 800.000. However, if there is no waiver and if the grievant or the Association fails to adhere to a time limit established by this Section 800.000, the grievance shall be deemed resolved at the prior step. If the Principal Administrator, the Provost or the President fails to adhere to a time limit established by this Section 800.000, the Association may proceed to the next step.

801.420 Withdrawal of Grievances. The grievant may withdraw or reduce the scope of the grievance at any point in the grievance process.

801.430 Order of Grievances. Arbitrations shall be scheduled in the order in which the Secretary of the Regents receives notice of the Association's intent to request arbitration, except when the parties may mutually agree to schedule more than one grievance to be heard by a single panel. Any such mutual agreement shall be confirmed in writing.

801.440 Joint Grievances. The Employer and the Association may agree that identical or similar grievances may be handled jointly at any or all steps of this Grievance Procedure.

No such agreement shall be effective unless it is in writing and signed by an authorized representative of the Employer and by an authorized representative of the Association.

801.500 Rights and Responsibilities of the Grievant, Employer and Association

801.510 No Reprisals. No reprisals shall be taken by the University against any participant in the grievance procedure by reason of such participation.

801.520 Personnel Files. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the Members.

801.530 Grievance Form. The forms which must be used for filing a grievance shall be printed by the University and distributed to the Association and its Members.

801.540 University Responses. A copy of the written University response to the grievant at each step of the grievance procedure shall be forwarded to the Association at the same time it is forwarded to the grievant.

801.600 Altering Grievance Procedure

801.610 By Association. If an administrative action affects Members in more than one department, division, school, or campus, the Association shall have the right to file a grievance at the Step appropriate to the allegation or complaint being grieved. In all such cases the grievance shall be filed within twenty days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission, if that date is later, and the Association shall utilize the grievance form referred to in Step One. A grievance so presented shall be answered in writing within ten days of receipt of the grievance. In the event satisfactory resolution is not achieved by this action, the time limits and forwarding procedures set forth in Section 801.300 shall be applicable.

801.620 By Agreement. By mutual agreement between the Regents and the Association, any of the Steps set forth in Section 801.300 can be passed over. Any such mutual agreement shall be confirmed in writing.

801.700 Resolution Implementation. The resolution of any grievance shall be implemented as soon as reasonably

possible. In no event shall the implementation of any resolution of a grievance be delayed beyond a time when implementation would render the resolution void or of no effect.

801.800 Retroactivity. This Section 800.000 shall not apply to any grievance previously filed pursuant to a different grievance procedure including, but not limited to, the interim grievance procedures for UMW and UMD.

802.000 WORK RULES AND PRACTICES

802.100 Employer's Right. Provosts and Principal Administrators or their designees, acting as agents of the Employer, shall follow past practices; they may change past practices, and establish unit work rules provided that such past practices, new practices, or unit work rules:

(a) Are consistent with this Agreement; and

(b) Are consistent with policies adopted by the Regents, provided that such policies do not conflict with this Agreement; and

(c) Are not arbitrary and capricious.

802.200 Association's Right. The Association shall be given reasonable notice and the right to meet and confer on new practices or the establishment of unit work rules prior to their being put into effect.

802.300 Accountability. Members shall not be held accountable for such rules and regulations until distribution to the Members has been made.

910.000 CONFIDENTIALITY

910.100 Student Information. The Employer shall not compel a Member to give information regarding students that violates the Employer's policy regarding confidentiality of such student information.

910.200 Privacy. Discussions involving the Employer which concer a Member's performance on the job shall be held in private. This Section shall not prevent the holding of meetings concerning job performance which are customary or which are provided by this Agreement.

920.000 HEALTH AND SAFETY

920.100 Intent of the Parties. Both the Employer and the Association are dedicated to maintaining a safe and healthful working environment for Members. No Member shall be required to perform work under conditions which can reasonably be judged to represent a clear danger to that Member's health and/or safety.

920.200 Employer's Obligation. The Employer agrees that workspace and equipment shall meet the standards set forth by applicable state and federal law regarding health and safety.

920.300 Resolution of Safety Questions. The Association and the Employer shall each designate an individual on each campus to represent them as safety officers. The Employer shall inform any affected Members of hazardous conditions of which the Employer is reasonably aware. A Member shall report an alleged hazardous condition of which s/he is reasonably aware to h/her immediate supervisor. If the supervisor's response is not satisfactory, the Member shall contact the Association's safety officer. If the Association's safety officer concludes that a Member's complaint is valid, the Association's safety officer shall contact the Employer's safety officer and shall arrange for a joint investigation of the matter. If the two safety officers agree on a recommendation for action, that recommendation shall be forwarded to the Provost. If the safety officers disagree on a recommendation or if the Provost fails to implement their joint recommendation, the Association may attempt resolution through use of the Grievance Procedure of this Agreement, beginning with Step Two.

930.000 EQUIPMENT AND CLOTHING

The Employer shall continue to provide Members whose duties include laboratories or physical education with appropriate clothing and equipment in accordance with existing policy.

935.000 TEXTBOOKS

935.100 Text Selection. All textbooks and other teaching materials to be purchased or used by students shall be selected by the Member. In the event a Member selects a text written or edited by that Member for use in h/her classes, the Member shall follow the Employer's policy for approval of

such use as presently in effect and as amended from time to time.

935.200 Complimentary Copies. In the event the Member demonstrates that the publisher will not provide a complimentary copy of a required text, the Employer shall provide a copy for the Member's use during the time the course is actually being offered. The copy shall be the Employer's property.

940.000 OFFICE SPACE

The Employer shall continue to provide Members with office space and office furniture comparable to that presently provided to Members. Changes in individual office assignments may be made following advance consultation with the Member's department/division head/director.

955.000 PERSONNEL FILES

955.100 Official Personnel Files. The Employer shall maintain two official personnel files, one called the "Employment Record File" and the other the "Academic Record File," for each Member. For UMD Members, the Employment Record File shall be located at the office of the Vice Provost for Academic Administration and the Academic Record File shall be located at the office of the Principal Administrator of the academic unit in which the Member is employed. For UMW Members, the Employment Record and Academic Record Files shall be located at the office of the Assistant Provost for Academic Affairs. The Employer may maintain other personnel files; however, the Employer shall only take action with respect to a Member based upon the information which is contained in the official personnel files (with the exclusion of Section 201.000).

955.200 Contents

955.210 Employment Record File. Each Employment Record File may contain such official documents and records as the personnel/payroll documents for regular or miscellaneous payroll, notices of appointment, the faculty information form, transcripts of academic work and degrees, University of Minnesota employee earnings records for each calendar year, faculty tenure records and other pertinent employment documents.

955.220 Academic Record File. Each Academic Record File shall include information concerning the Member's education, training and prior employment; summaries of evaluations

performed by students; evaluations performed by other faculty members, by the head of the department or director of the division in which the Member is employed, by the Principal Administrator of the academic unit in which the Member is employed, and other persons from whom the Employer may seek an evaluation; records of the Member's professional activities and accomplishments; summaries and other records of peers' and other's evaluations prepared in connection with the promotion and tenure process or in connection with decisions to reappoint, non-reappoint or terminate employment; records of warnings, reprimands, suspensions and other disciplinary actions; records of the resolution or withdrawal of grievances involving the Member; records of paid and unpaid leaves of absence; statements which are prepared by or on behalf of the Member and which s/he wishes to include in h/her Academic Record File in response to other documents in h/her Academic Record File; and executed releases of information.

5.300 Source to be Identified. The Employer shall not include material in a Member's official personnel file(s) unless the material's source is identified.

5.400 Responses. No material shall be placed in a Member's official personnel file(s) unless the Employer has provided the Member with a copy of any such material. Each Member shall be permitted to submit a written response to any document which the Employer includes in h/her official personnel file(s). The Employer shall include the written response in the Member's official personnel file(s).

5.500 Access. Each Member shall have reasonable access to h/her official personnel file(s). The Employer shall provide copies of any document upon request and the payment by the requesting Member of a reasonable fee for copying. Upon the Member's written authorization, the Employer shall grant the Association or the Member's legal representative access to the Member's official personnel file(s). The Employer shall provide forms for this purpose notwithstanding any provision of this agreement, access to documents contained in any personnel file should be provided in conformance with Minnesota Government Data Practices Act as amended from time to time.

5.600 Removal of Materials. The Employer shall not remove or permit any other person to remove material from an official personnel file unless the Employer and the Member agree in writing to such removal. Any document or portion of any document demonstrated to be erroneous, untrue

or unsupported shall be removed by the Employer at the Member's request.

955.700 Promotion and Tenure File. Notwithstanding Section 955.100, the Employer may take action with respect to a Member based upon the information which is contained in the Member's Promotion and Tenure File as provided in this Section 955.700 and in Section 201.000. When a Member is considered for a promotion or conferral of Indefinite Tenure, as provided in Section 201.000 of this Agreement, the Member with the department head's or division director's assistance shall prepare a Promotion and Tenure File. The information for the file may be drawn from the official personnel file(s) and may contain relevant materials from other sources. When the file is complete and when the procedure in Section 201.400 has been invoked, a duplicate file shall be prepared. Both the original and the duplicate file shall be forwarded for purposes of making recommendations regarding a promotion or a conferral of Indefinite Tenure as provided in Section 201.400. When the procedure of Section 201.400 is completed, the duplicate copy shall be retained by the Vice President for Academic Affairs for purposes of storage. The original file shall be returned to the Member. Sections 955.300, 955.400, 955.500, and 955.600 shall apply to this Section 955.700.

955.800 Confidentiality. In addition to the access provided in Section 955.500, the Employer shall limit access to the Member's official personnel file(s) and Promotion and Tenure File to persons who perform legitimate roles in personnel matters, including the procedure for promotion or conferral of Indefinite Tenure as provided in Section 201.400.

965.000 CAMPUS CONSULTATION

965.100 Association's Consultants. The Association, in writing, shall provide the Employer with the names of Members who have authority to act on behalf of the Association and shall designate each such Member's area of authority.

965.200 Employer's Consultants. When it becomes necessary for the Association to discuss matters relating to the administration of this Agreement or other matters appropriate to the exclusive representative's responsibilities, it shall contact the Office of the Provost at UMD or the Office of the Provost at UMW or the person whom the Provosts designate in writing, except as provided in other sections of this Agreement.

965.300 Scheduling of Meetings. Upon notification by either party to the other, consultation shall be scheduled at a mutually agreeable time within two weeks, except as provided in other sections of this Agreement.

975.000 TITLES

Section and provision titles are for convenience only and shall not be used in construing this Agreement.

978.000 LIABILITY

The Employer assumes no liability for any personal property of Members used or stored on University premises.

980.000 TOTALITY OF AGREEMENT

980.100 Acknowledgement. The Employer and the Association acknowledge that during the negotiations which have resulted in this Agreement each had the unlimited right and opportunity to present demands and proposals with respect to all matters lawfully subject to collective bargaining, that all of the understandings and agreements reached by the Employer and the Association are set forth in this Agreement and that this Agreement constitutes the entire agreement between the Employer and the Association.

980.200 Inconsistency. In the event of any inconsistency of this Agreement with the Employer's rules, policies or by-laws, this Agreement shall prevail.

980.300 Right to Amend. Nothing in this Agreement shall preclude the Employer and the Association from reaching an agreement to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement. However, such an agreement to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement shall be effective only if it is in writing and if it has been executed by both the Employer and the Association.

980.400 Pending Litigation. Notwithstanding this Section 980.000, the Employer and the Association recognize that certain issues relating to Sections 201.000, 607.000 and 608.000 and, in Section 104.000(h), the language, "assignment, evaluation and promotion . . .." ("Contested Sections") are pending before the District Court of Saint Louis County in a lawsuit entitled University Education Association, et al v. the Regents of the University of Minnesota, Court Case No: 148319. When a final, non-appealable judgment on the merits has been entered in

that lawsuit, the Employer and the Association agree to reopen negotiations regarding those parts, and only those parts, of the Contested Sections where the Association has prevailed in the final, non-appealable judgment. However, if the Court's final, non-appealable judgment is clear and unambiguous with respect to the words "assignment, evaluation and promotion. . ." in Section 104.000(h), or any of such words, and this Agreement is not in conformance with that aspect of the judgment, then this Agreement shall automatically be amended, without further action of the parties, to conform to the judgment in that respect.

985.000 REQUIRED LEGISLATION

The Association and the Employer recognize that full implementation of this Agreement requires no legislative action in order to make it binding on the Regents. The Regents shall implement all provisions of this Agreement no later than thirty days after this Agreement is signed, except as otherwise provided in this Agreement. The Regents shall obtain the necessary Legislative Commission on Employee Relations' approval as required by law.

990.000 CONFORMITY TO LAW AND SEVERABILITY

The Employer and the Association intend that all provision of this Agreement shall conform with applicable law. The provisions of this Agreement shall be deemed severable. If an enactment or decision of any legislative body or court or administrative agency of competent jurisdiction invalidates any provision of this Agreement or requires conduct inconsistent with any provision of this Agreement, that provision shall be deemed null and void except to the extent permitted by law. If any such provision is invalidated and deemed null and void, the invalidity of such a provision shall not affect any other provision of this Agreement, and all other provisions of this Agreement shall continue in full force and effect. When a provision of this Agreement that has been rendered invalid by this Section subsequently becomes legal as a result of a modification of applicable law during the term of this Agreement or extension thereof, the validity of such provision shall be renewed.

995.000 DURATION OF AGREEMENT

995.100 Effective Date. Unless this Agreement explicitly states that an item is retroactive, this Agreement shall become

effective at the time of its approval by both the Employer and the Association and shall continue in full force and effect until June 30, 1987.

995.200 Continuing Effect. This Agreement shall be automatically renewed from year to year after June 30, 1987, unless either the Employer or the Association shall notify the other in writing no later than March 1, 1987, or no later than March 1 of any succeeding year in which either desires to meet and negotiate concerning the terms and conditions of employment for Members. This Agreement shall continue in full force and effect for the period during which the Employer and the association meet and negotiate.

995.300 Termination. In the event that either the Employer or the Association desires to terminate this Agreement, it shall give written notice to the other party no less than ten days prior to the date on which it desires to terminate this Agreement, which date shall not be before the expiration of this Agreement pursuant to Section 995.200.

1000.000 DISCIPLINE

1000.100 Disciplinary Action. Disciplinary action may be imposed upon a Member for just cause. Disciplinary action or measure shall include only the following:

(a) Written reprimand;

(b) Suspension;

(c) Dismissal.

A Member who is to be disciplined has the right to request and have an Association grievance officer on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a member.

1000.200 Written Reprimand. If a written reprimand is given to a Member it shall be done in a manner that will not embarrass the Member before the other employees, students or the public. The Member shall be given the opportunity to respond to any written reprimand and the response shall be entered in the Member's official personnel file(s) along with the reprimand. The Member shall be given a copy of any entry in h/her official personnel file(s) and shall be permitted to insert a response thereto. Only such material as is entered in the

Member's official personnel file(s) shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the Grievance Procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the Member's official personnel file(s). In any event, the reprimand shall be removed after three years provided there is no recurrence of a similar problem.

1000.300 Suspension. A Member may be suspended for up to one quarter with or without pay for just cause. The Member shall be notified in writing of a proposed suspension, specifying the reasons.

1000.400 Dismissal for Cause. A Member may be dismissed for just cause upon ten calendar days advance written notice. The reason for the dismissal must be stated in the notice to the Member.

1000.500 Grievability. Disciplinary actions for just cause shall be subject to the Grievance Procedure. A Member dismissed for cause may initiate the grievance at Step Two. If a Member fails to grieve a disciplinary action in a timely manner pursuant to Section 800.000, such Member is considered to have waived h/her right to appea as provided in this Agreement.

1000.600 Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the Member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross-examine all witnesses. The Employer assumes the burden of substantiating the charge through presentation of proper, relevant and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

1100.000 INVENTIONS

1100.100 Publication and Patenting. Any Member, who in the course of h/her research makes a discovery, retains the ultimate right to decide how it shall be made public, i.e., by publication, by patenting, or by both. (The right to make such a decision may be limited by stipulations imposed by the funding source, e.g., federal agencies and nonprofit foundations in grants or contracts.)

1100.150 Who is Covered. This Section covers any Member when engaged in any Employer-funded or externally sponsored research activity related to that appointment which may result or does result in an invention.

1100.200 Inventor Commitment. Any Member described in Section 1100.150, above, shall be required to file or have previously filed an invention agreement with the Employer (Appendix A).

1100.250 Employer Rights in Inventions. If a Member covered by this Section has elected to patent an invention the Employer reserves the following rights:

(a) A right-of-first-refusal option giving it the opportunity to review the development for patenting on behalf of the Employer.

(b) The right to receive an assignment of title from the inventor(s).

(c) The Employer may assign responsibility for the management of patent rights to an appropriate organization(s) in conformity with the policy approved by the Regents.

1100.300 Employer Obligations in Invention

(a) The Employer shall complete its evaluation of an invention within a reasonable time, i.e., ordinarily not more than ninety days from the receipt by the Employer of full and complete disclosure describing the invention.

(b) In the event the Employer elects to file a patent application on the invention, it shall be obliged to:

(1) Use its best efforts to obtain a patent, market the invention, and defend the patent.

(2) Pay an inventor's royalty share, as outlined in Section 1100.450 below, to the inventor(s) or h/her heirs or assigns, unless precluded by the provisions of Section 1100.500 below.

(c) In the event the Employer declines to file a patent application, or in the event, in the Employer's best judgment, discontinuance of the activities set forth in Section (b)(1), above, becomes advisable, the Employer shall, upon request of the inventor(s) but subject to any prior commitments to a sponsor, pass title to its rights in the invention to the inventor(s).

1100.350 Inventor Rights in Inventions

(a) In return for the assignment of an invention to the Employer, an inventor shall be entitled to receive a

contract from the Employer (except when precluded the provisions of Section 1100.500). The contract shall specify the inventor's right to a share of t net income, as defined herein, payable by the Empl to the inventor or to such individuals or organiza tions as may be designated in writing by the inven tor.

(b) Upon request, an inventor shall have the right to informed of the status of all matters relative to establishing, licensing, or enforcing any patent assigned by h/her to the Employer.

(c) Inventors retain any residual rights in inventions which the Employer has not opted to receive under this policy nor pledged to a third party as a resu of a sponsored or other research agreement.

1100.400 Inventor Obligations in Inventions. If required by research agreements or if there is an election to patent under Section 1100.100 of this policy, the Member shall promptly furnish to the Employer full and complete disclosure of any discovery, innovation, or invention related to h/her research activities. Members whose inventions are approved for Employer patenting shall be obliged to cooperate in a timely and professional manne with the Employer or with patent or other counsel in an proceedings before the United States or foreign patent offices or the courts. From time to time the Employer may require a reasonable amount of technical advice and assistance from inventors in developing and licensing their inventions. However, the costs incident to the conduct of these activities shall be without monetary expense to inventor(s) but shall be recoverable by the Employer as a first charge against income under Section 1100.450(a), below.

1100.450 Financial Considerations

(a) If the Employer has title to an invention and pate income results, it shall be shared, except where specified otherwise by the funding source, on the following basis:

(1) Net income shall be shared in accordance with Table I, attached. Net income is defined as gross royalties and/or other receipts minus deductible costs (out-of-pocket costs for the patent application, interferences, developmen licensing, and patent enforcement).

(2) The college* share shall be administered by the dean of the college (or other designated unit administrator*) in support of its research programs with the advice and counsel of an established committee of the collegiate or unit* faculty.

(3) After the defrayment of costs of Employer patent-related activities not otherwise covered and the maintenance of a patent development fund, the balance of the Employer's share shall be used to establish a trust fund, the income from which shall be used to further the Employer's research mission. The trust fund shall be administered by the Vice Presidents for Academic Affairs and Finance and the Dean of the Graduate School with the advice of the General Research Advisory Committee.

(b) Inventions and patent rights thereon in which there was no prior Employer involvement may also be accepted by the Employer. In such cases, the inventor's share shall be negotiated by Patent Administration and shall be paid from net income as defined above. If there is to be a college or unit share that shall likewise be negotiated. The balance of the income shall normally be handled in the same manner as income from any invention of Employer origin.

(c) Co-inventors share the inventor's portion in proportions agreeable among themselves.

100.500 Allocation of Patent Rights

(a) Externally Sponsored Research.

(1) Patent rights under research sponsored by federal or other governmental agencies or other not-for-profit entities shall be determined by the contractual or grant agreements which are arranged with the agency.

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* In some instances the Regents have assigned to a unit, other than the college, administrative responsibility for the funding of departments, faculty and/or their research. In such instances, the college share shall be allocated to that unit.

(2) Allocation of patent rights under research contracts sponsored by industry or other for-profit entities may take the following forms:

(A) Normally no patent rights will be allocated to the sponsor if the sponsor has paid less than the full costs for the research which resulted in the patent.

(B) A first right-of-refusal to a limited-term exclusive royalty bearing license to the sponsor shall be granted if the sponsor has supported the research by paying all costs associated with the research which resulted in the patent. In the event the sponsor declines the proffered exclusive license, the sponsor shall receive no further licensing preference.

(C) Any agreement to transfer title to a potential patent may be entered into with a sponsor if it is determined that holding title to such a patent will confer no substantial benefit on the Employer. Such an agreement shall provide that the sponsor pay the full costs of the research plus a consideration to be negotiated by the Employer. If this option is to be employed, the proposed research agreement shall be reviewed with the Employer to establish that the proposed assignment of title will not impinge upon either the Employer's commitments under other sponsored research programs or its own equities in technology under development. If a patent application results from the research covered by the agreement, the negotiated consideration shall be distributed in accordance with the provisions of Table I.

(b) Other Special Conditions. Rights in patents arising from research funded by special state appropriations shall be handled in accordance with the terms of the appropriation.

1200.000 PROFESSIONAL CONSULTING, SERVICE ACTIVITIES AND OTHER OUTSIDE ACTIVITIES

1200.100 Members' Obligation. Members shall follow the Employer's policy on Professional Consulting, Service

Activities and Other Outside Activities as presently in effect and as amended by the Employer from time to time, except to the extent that provisions of this Agreement modify the application of or supercede this policy.

1200.200 Notification. The Employer, in accordance with Section 802.000, shall notify the Association of any intended amendment of the Employer's policy.

1300.000 NO STRIKE--NO LOCK OUT

1300.100 Lock Outs. No lock out of Members shall be instituted by the Employer during the term of this Agreement.

1300.200 Strikes. During the term of this Agreement no strike of any kind, as defined in Minnesota Statutes 179.63, Subdivision 12, shall be engaged in, sanctioned or supported by the Association, its officers or agents. In the event the Employer alleges that any Member or Members are engaged in a strike, the Association shall, upon written notification, immediately notify such Member or Members in writing of the allegation and the implications of a strike.

1500.000 EMPLOYER-SPONSORED EDUCATIONAL MATERIALS

1500.100 Definitions.

1500.110 Educational materials are Employer-sponsored:

(a) If the author or producer has employed in h/her developmental work, and without personal charge to h/her, the equipment, materials, or staff services of the Employer's Radio and Television Department, Audio-Visual Education Service, Center for Programmed Learning, Bureau of Institutional Research, Center for Curriculum Studies, or any other new agency, or combination of old agencies, established or supported by the Employer to assist in developing and producing educational materials (this does not include limited consultation with the staff of such an agency); or

(b) If the author or producer has been commissioned in writing by the Employer, or one of its colleges, schools, departments, or agencies to develop the materials and, in their production, has used some part of the time for which s/he received compensation from Employer-support budgets, grants and contract budgets administered by the Employer or budgets based on special legislative appropriations.

1500.200 Applicability

1500.210 General. The types of educational materials to which Section 1500.000 applies include, but are not limited t

(a) Video and audio recordings;

(b) Live video or audio broadcasts;

(c) Study guides, tests, syllabi, bibliographies, and texts;

(d) Computer programs;

(e) Films, film strips, charts, transparencies, and other visual aids;

(f) Programmed instructional materials; and

(g) Computer assisted instruction courseware.

1500.220 Questions Concerning Applicability. Any Member who has question as to whether particular educational materials s/he is preparing or planning to prepare will be considered Employer-sponsored shall initiate inquiry as to their status. S/he shall prepare a report on the relevant facts and forward it to the appropriate Principal Administrator. The Principal Administrator shall infor the author or producer at the earliest possible time whether the proposed materials will or will not be regarded as Employer-sponsored within the meaning of Section 1500.000.

1500.300 Ownership. Ownership of Employer-sponsored educational materials shall be vested in the Employer. The Employe shall copyright the subject materials when it appears that copyrighting will be in the best interests of the Employer and author, but this shall not affect the righ of a Member to make use of the contents of the material in a form other than the Employer-sponsored form, so long as the Employer's copyright is protected in the subsequent use.

1500.400 Use of Materials.

1500.410 Categories of Use. Two categories of use are differentiated for purposes of Section 1500.000:

(a) Use internal to the Employer or use by any unit of the Employer for instruction or education; and

(b) Use external to the Employer or all uses other than by a unit of the Employer for instruction or education; for example, use by educational institutions other than the Employer, government and other non-profit institutions and use resulting from lease or other contractual arrangements for commercial distribution of the materials.

500.420 Conditions on Use. Use of Employer-sponsored materials prepared under Section 1500.000 shall be subject to the following conditions.

(a) Each instance of use internal to the Employer requires approval of the department and college primarily responsible for the materials. Such approval is normally implicit in the procedures by which the department and college schedules its courses and assigns instructional duties.

(b) As long as the author or producer of Employer sponsored materials remains a Member:

(1) H/her approval shall be required for each instance of use of the materials internal to the Employer.

(2) Unless otherwise stipulated in a written agreement between h/her and the Employer, s/he may require revision of the materials prior to any instance of use internal to the Employer.

(3) If the revision s/he requires is not feasible to the Employer, s/he may ask that the materials be withdrawn from use. If materials so withdrawn have been copyrighted, the Employer shall assign such copyright to the author or producer subject to a written agreement between the Employer and the author or producer relating to further Employer use of the materials and division of income from any subsequent use of the materials.

(c) If the Employer-sponsored educational materials are used internally without revision for a period of three years, it shall be the policy of the Employer to ask the author or producer and the appropriate Employer instructional unit to review the materials and determine whether they shall continue to be used.

(d) If an author or producer terminates h/her employment with the Employer, the Employer shall retain the

right to make internal use of h/her Employer-sponsored educational materials for whatever part there may remain of a period of three years after the date on which the materials were most recently revised or, in the event that they have not been revised, a period of three years after the date on which their initial production was completed. Prior to the end of this three-year period, the Employer may negotiate a contract with the author or producer or h/her estate, stipulating the conditions for subsequent internal use of the materials and the procedures for their revision.

(e) Licensing or selling Employer-sponsored educational materials for external use shall be preceded by a written agreement between the Employer and author or producer specifying the conditions of use and including provisions protecting the right of the author or producer to revise the materials periodically or to withdraw them from use in the event revision is not made.

1500.430 Payments For Production And Use

1500.431 General Rule. The Employer shall not make any payment to the author or producer of Employer sponsored educational materials for their production or internal use other than the compensation which s/he regularly receives from the Employer except as set forth below.

1500.432 Exceptions. The Employer may make payments under the following circumstances.

(a) Payment For Production. Members who hold full-time appointments may receive payment on an overload basis to produce materials for use in the Extension Division. Such payment shall follow the present Employer policy enabling the Employer's Extension Division to pay for instruction on an overload basis, in conformity with Section 508.330 of this Agreement.

(b) Payment for Internal Use of Materials. If material prepared for use in another unit of the Employer ar used for extension instruction with the advice and assistance of the author or producer, the Employer' Extension Division, in accordance with its existing policies, may make additional payment to the author or producer for such advice and assistance. If the use of materials by a unit of the Employer other than the unit to which the author or producer belongs involves an extension of the normal duties

of the author or producer in supervising use or managing revisions and if such payment cannot be budgeted as part of the regularly assigned instructional duties of the author or producer, the appropriate instructional unit of the Employer may recommend payment on an overload basis to the author or producer subject to the approval of the Employer. If the author or producer leaves the employment of the Employer, the contract negotiated by the Employer with h/her or h/her estate and described in Section 1500.420(d) shall provide payment to h/her or h/her estate for further internal use of the materials.

1500.440 Licensing. The Employer shall license external use of Employer-sponsored educational materials only after it enters into a written agreement with the author or producer specifying how much of the net income (net after sales and distribution costs) be paid to the author or producer. The following general principles shall be reflected in the agreement.

(a) Fifty percent of the net income derived from the external use of Employer-sponsored educational materials shall ordinarily go to the Employer and fifty percent to the author or producer.

(b) The Employer may enter into agreements for dividing the net income on some other basis if special circumstances attend the production or use of these materials.

1500.450 Production and Use Involving Non-Employer Agencies. The Employer may administer funds provided by non-Employer agencies (such as the federal government) under contract or grant to pay for staff time, services, or materials incident to the production of educational materials. In such cases, the Employer may enter into agreements with such agencies recognizing their rights, in whole or in part, to the ownership of the materials produced and to the net income from their use. In negotiating agreements with non-Employer agencies for the production of educational materials, it shall be the policy of the Employer to seek to protect the rights of both the Employer and the author or producer of the materials to a reasonable share of the income, if any, from use and to reasonable participation in determining the conditions of use. The Employer shall inform Members receiving payments from funds provided by non-Employer agencies for the production of educational materials as to the rights reserved to such agencies under the agreements between these agencies and the Employer.

1500.500 Protection and Liability

1500.510 Protection. The Employer shall investigate allegations of unauthorized use or copyright infringement of Employer-sponsored educational materials and shall recommend appropriate action. If the Employer decides not to act, the author or producer may initiate action and the Employer shall assign to h/her such rights as are necessary for h/her to pursue redress. If such action i started by the Employer, acting alone or in concert with the author or producer, all costs of such action (including attorney's fees) shall be borne by the Employer. All proceeds in excess of such costs shall be shared equally by the Employer and the author or produce or, if there is an agreement as provided in Section 1500.440, in accordance with that agreement.

1500.520 Liability. Before any use is made of Employer sponsored educational materials, the author or producer shall certify in writing to the Employer that to the best of h/he knowledge the materials do not infringe on any existing copyright or other legal rights. When others allege violations of personal or property rights by the Employe or by the author or producer of Employer-sponsored educational materials, the Employer shall assume responsibility for the defense of any action and the satisfaction of any judgments rendered against the Employer or the author or producer. If there has been any misrepresentation by the author or producer with respect to certification, the Employer may request the author or producer to indemnify and hold harmless the Employer for all costs to which it has been subjected. Such a request shall be honored.

1500.600 Waiver. The above provisions of this Section 1500.000 notwithstanding, the authoring of educational materials, not required as a part of the author's regular duties an involving only minor supply, equipment, and stenographic support by the Employer, shall not be considered to be Employer sponsored. These provisions do not affect the Employer's traditional policy that a Member has personal ownership of all h/her rights in books and similar materials which were not commissioned by the Employer an the preparation of which was not supported or assisted i any material way by the Employer agency established to furnish such support or assistance.

APPENDIX A

INVENTION AGREEMENT

In consideration of the provisions of the Agreement between the Regents of the University of Minnesota and the University Education Association, and of the mutual requirements and benefits therein contained, and as a condition of the support of my research by the University of Minnesota, I agree to abide by the terms of that Agreement with respect to University-supported or externally sponsored discoveries, innovations or inventions (hereinafter "inventions").

I am aware that under sponsored research projects I may not be free, because of the requirements of the granting instrument or legislative resolution, to make a choice not to patent. Where required under sponsored research agreements or special state appropriations, I will promptly communicate to the University a full and complete disclosure of all such inventions conceived or made by me in connection with the activity on which I am employed by the University.

If I elect to patent, or if I am required to patent, I or my executors or administrators will, under the direction of the University, do whatever is necessary to enable the University, a sponsor, or the University's assignee to make application for patents on these inventions in any and all countries as and when requested, before or after I leave my employment at the University, and I will assign the inventions and all patents and applications relating thereto to the Regents of the University of Minnesota, a sponsor, or the University's assignee as and when requested before or after I leave my employment at the University.

I understand that the transfer by me of information on and title to such inventions to the Regents of the University of Minnesota so that the University can satisfy its obligations is an important aspect of the research in which I and other employees of the University are engaged. I further understand that the University may and will rely upon this Invention Agreement in making research contracts with others in which the University may undertake obligations with respect to discoveries made by its employees. I accept the responsibilities stated herein and agree to abide by these undertakings.

This Invention Agreement shall not apply to any invention for which no University equipment, supplies, facility or trade secret information was used and which was developed entirely on the employee's own time and: (1) does not relate (a) directly to the

ctivities of the University or (b) to the University's actual or demonstrably anticipated research or development or (2) does not result from any work performed by an employee for the University. The notice contained in this paragraph is provided in compliance with Section 181.78, subdivision 3 of the Minnesota Statutes (1980).

Name (print) _____

Date _____ Signature _____

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AND THE
UNIVERSITY EDUCATION ASSOCIATION

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UMD, Virginia Katz
UMW, Peter Fog

Mediator: Andy Anderson

540.430 Dependent Death Benefit
If a full-time member dies, the Employer shall provide such member's surviving dependents with one-month's salary and health and dental insurance coverage for one (1) year after the date of the member's death.